

**Leisure & Cultural Facilities  
Services Specification**

**Redditch Borough Council**

**Redditch Template**

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## Schedule 1 – Services Specification

### Background

Councils have a major role in contributing to the promotion and delivery of increased participation in sport and physical activity. The Government has set a challenging target to increase participation from current levels by 1 per cent year on year for the next 15 years (NAO 2006).

### About the Borough of Redditch

The Borough of Redditch is in Worcestershire, approximately 15 miles south of Birmingham.

The Borough has a population of 84,971 (based on ONS mid-year population estimate 2016) with a higher percentage of young people (age 0-15 years) compared with the rest of the County.

There is a very diverse population within the Borough and there are four areas that are within in the top 10% most deprived in England.

Through considering what really matters to our residents, the Council Plan 2017- 2020 identified six strategic purposes. Working to these purposes help the Council to understand the needs of the District and how, together with partners, we can improve the lives of our residents and the prospects for Redditch borough as a whole.

Relevant data collection enables us to validate the strategic priorities of the Council and thus ensure that they continue to remain relevant.

- Keep my place safe & looking good
- Help me run a successful business
- Help me to be financially independent (including education & skills)
- Help me to live my life independently (including health & activity)
- Help me to find somewhere to live in my locality
- Provide me with good things to see do & visit

### Health in the Borough of Redditch

The health of people in Redditch is varied compared with the England average. About 16% (2,600) children live in low income families. Life expectancy for both men and women is similar to England average.

**Child Health priority:** Obesity levels in Redditch are worse than the England average

**Adult Health priority:** The rate of hip fractures in Redditch is worse that the England average

Levels of deprivation vary across Redditch. Redditch has a higher instance of deprived neighbourhoods than England, and life expectancy between the most deprived and least deprived areas is 9.3 years in males and 9 years in females. This can identify communities who may be in the greatest need of services.

Other areas of concern in Redditch are:

- Smoking prevalence in adults (18+)
- Breastfeeding initiation
- Alcohol related hospital stays
- Violent Crime

*(Redditch Health Profile 2018, PHE)*

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### Promoting physical activity

**Active Lives Survey (Adults) 2016/17** (Sport England, 2018) has reported the following data:

- People active for 150+ minutes per week = 57% (England avg of 62%)
- People active for 30-149 minutes per week = 15.4% (England avg of 12%)
- People active for less than 30 minutes per week = 27.8% (England avg of 25%)

This shows Redditch participation rates in physical activity are similar to the England average. The only significant change is in the Fairly Active group which has seen a significant increase by 18%.

Low socio-economic groups are more likely to be inactive, and with Redditch having pockets of high deprivation, this makes increasing physical activity more challenging. Active People survey 2015/16 which preceded Active Lives Survey, has a greater breakdown of physical activity levels by gender and socio-economic status.

**Participation rates by gender** in Redditch show a significantly higher rate for men aged 16 and over participating in sport (45.6%) compared with a much lower rate (28.6%) of women in 2015/16. The gap is wider than the national and regional rates and has increased since 2005. More men are participating in physical activity but the number of women participating has reduced. Sports participation rates for people with children in Redditch (35 per cent) is slightly lower than for those who do not have children (38%), although this difference is not statistically significant.

**Participation rates by socio-economic groups** are fairly similar across Redditch (37-39%). In NS-SEC 5-8 (the lowest socio-economic group) Redditch has a participation rate of 40% which is higher than Worcestershire at 29% and England at 25% and this has increased from 21 to 28% in 2005.

#### Latent Demand

The **latent demand** of people aged 16 and over in Redditch who would like to do more sport has increased to 60.5% in 2015/16. 29% of inactive adults and 31.5% of active adults want to do more sport. Both of these figures are higher than the county and national average. An analysis of the area's market segments and participation rates shows the type of people to target to improve participation rates:

- **Women:** half the population, but considerably lower participation rates and significantly higher latent demand compared with men.
- **Families:** Redditch has slightly lower participation rates for those with children in contrast to comparator areas. This indicates an opportunity to encourage families with children to participate more in sport.
- **Low income areas:** there are lower participation rates in some of the most deprived areas, where there are also lower life expectancies. However, Redditch has a consistent participation rate across socio-economic groups.

**Particular types of people** can be targeted to encourage participation rates as described in the section on market segments. Swimming and cycling is an area of focus for this so people who may be interested in this activity, or have participated in the past would be an ideal target.

#### Key Strategies

There are a number of policy drivers to support and encourage greater participation in physical activity and improve general health and wellbeing; These include but are not limited to:

- Sport England – Towards an Active Nation (Sport England, 2016-2021)
- Get Everybody Active Every Day (PHE, 2014)
- Turning the Tide of Inactivity (UK Active, 2014)
- Sporting Future (DCMS, 2015)
- Joint Health and Wellbeing Strategy (2016 – 2021)
- WCC Health and Well Being Plan (2017 – 2022)
- Worcestershire Children & Young Peoples Plan (2018 – 2021)
- County Sports Partnership Business Plan (2018)
- Redditch Strategic Partnership Work Plan (2018)

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- Redditch Needs and Assets Profile (WCC, 2018)
- Childhood Obesity – a Plan for Action (DoH, 2017)
- Worcestershire Arts Partnership Strategy (2016 – 2019)

Local strategies and plans that specifically encourage physical activity participation in Redditch Borough include the following;

- Sport and Physical Activity Strategy (2017-2022)
- Obesity Strategy (2014 – 2017)
- Green Spaces Strategy (2015 – 2020)
- Playing Pitch Strategy (2011)
- Arts & Events Strategy (In production)
- Sport England Facilities Planning Tool
- RBCCG 5 year plan (2014-2015 – 2018/19)

### Specification

#### Overall Service Requirements

The Council wishes to see the Operator working towards and adhering to key national, regional and local strategic policy, listed in section above in Key Strategies e.g. [X]'s Joint Health and Wellbeing Strategy 2013-16.

It also wishes to be able to demonstrate that investment and actions are making a difference to people's lives; to be able to demonstrate the impact the delivery of the leisure and cultural services is having on local individuals and communities within the borough.

The Council requires the Operator to work with the council to demonstrate the outcomes being achieved through the delivery of the leisure and cultural services.

The Council's requirement is for the Operator to offer High quality leisure and related Services at an affordable cost and price to ensure it does not become a barrier to participation.

The company is expected to demonstrate its ambition to invest in facilities, systems and staff to ensure we maximise the resources available.

The key outcomes the council wish to achieve are:

- To identify and break down barriers to accessing our Leisure & Cultural facilities in Redditch.
- To connect communities in Redditch
- To reduce social isolation and promote independent living in Redditch.
- To improve the physical and emotional wellbeing of Redditch residents.
- To facilitate and support the future provision of Council owned leisure and cultural facilities in Redditch

As part of the Council's commitment to establishing '[X] the Place' a commitment has been made to the following sport, leisure and public health key objectives:

- Maintaining our facilities to be hubs for community activity whilst maintaining a sport, leisure, culture and health focus
- To maximise affordable access to high quality services for every resident in the Borough of Redditch.
- To maximise access to high quality services to reflect regional and national provisions to demonstrate best practice in service delivery.
- To ensure that all facilities have a strong neighbourhood focus and the programmes of activity reflect the needs of the local community, player pathways, progression and elite performance.
- To promote physical activity to tackle health inequalities and support community cohesion.
- To understand resident's needs and community aspirations, ensuring equitable access to all and that barriers to participation are removed.
- To support community organisations to ensure they are sustainable, have ability to grow and develop and offer increased opportunities to local residents.

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- To work with the council to support wider corporate plan objectives and target groups where appropriate.
- To deliver a joined-up approach to volunteering, work placements, on the job training and job creation to contribute to wider economic development.
- To ensure robust and appropriate programming to underpin the delivery of the above objectives.
- Develop an outreach programme of effective marketing and communications to engage the non-active and disadvantaged population to increase participation and attendances.
- Develop a robust and detailed approach to customer and non-customer consultation and engagement to diversify the marketing, programming and attendances. This Services Specification sets out the Performance Standards that the Operator shall meet in the delivery of the Services during the Agreement Period. It details the requirements that the Operator shall meet for the ongoing operation of the facilities, and any other offer as specified within this Schedule 1 (Services Specification) throughout the Agreement Period.

Any additional growth within the company should complement the existing service provision and the outcomes expected. Where this happens, additional service measures will be created as appropriate.

The structure of this Services Specification directly relates to how the Performance Standards will be assessed and is set out as follows:

### **Part 1A – General**

- Measurement
- Reporting
- Specified Facilities and services
- Description of Facilities
- Property Database

### **Part 1B – Performance Monitoring Requirements**

- Public Health
- Quality Management System
- Participation Targets

### **Part 1C – Service Performance Requirements**

- Cleaning
- Environment and Energy Management
- Customer Service
- Catering and Vending
- IT, Telephone and Booking Systems
- Maintenance of Buildings, Plant and Equipment
- Car Parking and Grounds Maintenance
- Event Management
- Marketing, Sales and Publicity
- Major Incident Reporting
- Other Monitoring & Reports

### **Part 1D – Facilities Performance Requirements**

- Public Health Commissioning
- Pricing Requirements
- Opening Hours
- Programming
- Council Programmes
- Health and Safety Management
- Access
- Legislation and Policy
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating (Thermal Comfort)
- Lighting
- Pool Water Quality (Swimming Pool Installations)

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- CCTV and Security
- Staffing
- Working with External Stakeholders
- Community Development

The terms and expressions used in this Schedule shall bear the same meaning as set out in the Agreement.

This Service Specification uses the following structure to provide the Operator with the requirements and Performance Standards of the Council as laid out within the performance management framework, detailed in appendix 4

In the Service Specification there are references to the Agreement. In the context of this document, the term is used to describe the various documentation that together defines the arrangements that will be put in place between the Council and the Operator during the Contract Period.

### **Required Outcome**

Provides the NewCo/Operator with a high-level view of the outcome and context of the requirements of the Council which the Operator shall meet or contribute to.

### **Performance Standards**

These must be met by the NewCo/Operator Through measurers & performance monitoring these will include Standards that relate to the output that the Operator shall meet but which are covered by regulations, legislation, British Standards etc. and standards that set out the level of performance that the Operator shall meet and will determine whether the Operator is meeting the requirements of the Council.

### **Reporting Requirements**

The reporting requirements, which the Operator shall meet in relation to the specified Performance Standard and measures detailed in section 1.19.

The mechanism to address poor performance is outlined in the default rectification process.

## **Part 1A – General**

### **1.1 Measurement**

The monitoring of the Operator's achievement of the Performance Standards shall be measured in accordance with the Agreement. Monitoring of the Services and categorisation and reporting of performance failures shall be carried out in accordance with the Agreement.

### **1.2 Reporting**

The Operator is obliged to report on its performance in accordance with this Specification and the Agreement in order to meet the Performance Standards and other performance requirements set out in this Specification in section 1.19.

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### 1.3 Specified Facilities and Services

The Facilities that are to be operated by the Operator, at the commencement date are as follows:

- Abbey Stadium Sports Centre
- Pitcheroak Golf Course [Including Café and Golf Professional Services] (currently managed via external operator until Oct 19)
- Forge Mill Needle Museum
- Bordesley Abbey Visitor Centre including access and promotion to / of Abbey Ruins
- Community Centres – (Batchley, Oakenshaw, Windmill, Winyates Green)
- Palace Theatre including Youth Theatre

The Operator shall allow full community access to and participation in the facilities and activities therein. The Operator shall comply with the requirements Equality Act 2010 and any related legislation and official guidance. All Facilities (including altered, adapted or any new Facilities brought forwards) must meet minimum accessibility requirements unless a legal exemption applies.

Any changes to the availability of the named facilities can only be made by agreement between the Operator and the Council as part of the annual Business Planning process.

### 1.4 Description of facilities

Facility	Location	Facilities	Key Activities
Abbey Stadium	Bordesley (North Redditch)	25m swimming pool Leaner / Teaching Pool Fitness Suite 2 Dance Studios Spin Studio Sports Hall Athletics Track Grass Pitch Café	Gym membership Group Exercise Classes Swimming Swimming Lessons Gymnastics Walking Football Over 60's Sports Clubs Hire
Palace Theatre	Town Centre	Main auditorium Box Office Youth Theatre Bar Room upstairs	Pantomime All year round shows Youth Theatre Over 60's (Elevenses)
Forge Mill Museum & Visitor Centre	Bordesley	Needle Museum Visitor Centre Bordesley Abbey Ruins Shop Café Play Area	Events Exhibitions Interactive Tours Talks Wakes Parties Weddings
Pitcheroak Golf Course	Town Centre	9 hole, 18 tee course Café/Bar Shop Driving Range Putting Green	Pay and Play Group Coaching Individual Coaching Competitions
Oakenshaw Community Centre	Oakenshaw (South Redditch)	Large Hall Small Hall	Pre School Ditch Youth Club Seated Exercise
Windmill Community Centre	Walkwood (South West Redditch)	Large Hall Small Hall	Pre School Over 60's Keep Fit



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			Martial Arts Clubs
Batchley Community Centre	Batchley (North Redditch)	Main Hall	Batchley Support Group Strength and Balance Slimming World Carpet Bowls
Winyates Green Community Centre	Winyates (Redditch East)	Main Hall	Pre School Karate Dance School

Details of minimum opening hours and protected bookings are defined by the Council

### 1.5 Property Database

It is expected that the Operator will work closely with the Council to develop a property database (the "**Property Database**"), which is a record of all new and existing structures, plant, materials, components, and fittings over the agreed period as set out in the SLA between the Operator & Council. This is subject to the SLA agreements with the council / other operator with the aim to achieve this by April 2021.

## Part 1B – Performance Monitoring Requirements

The Operator will deliver against the agreed council objectives and outcomes for the service as outlined in section 1.19. Performance will be subject to monthly, quarterly and annual reporting requirements.

The Operator must provide qualitative and quantitative evidence, on a quarterly/annual basis to demonstrate that it is successfully delivering the service objectives and/or put in place the agreed improvement measures – in accordance with the Performance Management Framework.

The Operator, where required by the council, will produce ad-hoc reports and attend council meetings as required by the council acting responsibly.

It is expected that the Operator will co-operate with the council demonstrate the outcomes being achieved through the delivery of the Services.

There will be quarterly client relationship meetings between the council representative and Managing Director to review performance outlined above.

### 1.6 Public Health

The Council is committed to commissioning a modern, affordable and sustainable Services with a focus on supporting improved health and well-being in the community. The Operator shall ensure that the Services contribute towards the Council's Strategic Purposes & Vision, which promotes partnership working.

Increasing physical activity levels across the borough will contribute to a range of Public Health outcomes specifically:

- An increase in the proportion of physically active and decrease in the proportion of inactive adults measured by the number of adults achieving at least 150 minutes of physical activity per week and;
- Reducing the proportion of adults classified as inactive
- Utilisation of green space for exercise / health reasons

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Redditch Borough Council, Council Plan 2017 – 2020 is the overarching strategy for the Borough. It sets out the long-term vision to establish Redditch as a place where people choose to live and work. The Council Plan sets out how the Council will deliver its Strategic Purposes. Tackling inactivity will help the Council achieve outcomes in the Council plan, in particular supporting:

- Nurture existing businesses & encourage a future generation of entrepreneurs.
- Enhance Retail, Leisure & Residential offer.
- Positively promote Redditch as a place to live, work, invest and visit & encourage new inward investment.
- Work with partners to improve the aspirations of our younger population and develop skills to meet the future demands of employers.
- Develop education & skills to sustain financial independence.
- Support communities during changes to welfare & benefits
- Support residents to reduce levels of individual debt.
- Support reduction in fuel poverty.
- Understand and support the additional needs of our residents.
- Promote independence and reduce social isolation.
- Help people have active bodies and active minds.
- Strengthening and supporting families and individuals
- Support the development and delivery of appropriate housing in the borough.
- Raise housing standards and the quality of the local environment across the borough.
- Greater involvement and empowerment of tenants and residents in service delivery and reform.
- Identify and support vulnerable people to prevent homelessness
- Build sustainable communities and neighbourhoods.
- Participate in the creation of safe and well maintained places
- Demonstrate concern and care for the environment
- Create a sense of belonging and pride in our neighbourhoods.
- Help create a flourishing town and district centres
- Support the provision of leisure opportunities for the whole borough
- Provide well maintained community parks and green spaces
- Provide and support high quality, culturally diverse events and arts activities.

### ***Performance Standards***

The Operator must ensure that its programming, pricing, policies, development plans, marketing and training are focussed to support the Council in achieving the desired outcomes and/or measures set out in the Performance Dashboard.

The annual Business Plan will demonstrate to the council how the work of the Operator will achieve and develop the Council's objectives and outcomes.

During the first contract year both parties will work towards the series of outcomes (outlined in appendix 4 and related key performance measures. Each year the Operator and Council will review the Key Performance measures in order to ensure the outcomes set are still “fit for purpose”.

The 2017/18 full year will be used as the baseline data sets for performance, where these are available. If baseline data is not available, the Council and the Operator will agree a reasonable timescale for setting a baseline and subsequent reporting of the measures. This is because some data sets may not be reportable until the Operator's revised management systems are in place. In such circumstances the 2019/20 financial years information will be used as the base line with 2020/21 performance measured against this.

### ***Reporting Requirements***

The Operator must provide within its Annual Business Plan, qualitative and quantitative evidence of how the Operator has performed on the previous years' outcomes plan within two months following each contract year. This shall be reported in line with the detail in section 1.19.

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For the avoidance of doubt, any plans or reports which are to be produced annually should be considered to be part of the annual business planning process.

### 1.7 Quality Management System

#### Required Outcome

The Council is committed to the quality assurance and continuous improvement of the Services. The Council expects that the Operator will embrace a quality management system based upon continuous improvement, ongoing service review, use of benchmarking datasets and a performance management framework.

The council expects that the Operator will enter and maintain external quality assurance frameworks as follows:

- Abbey Stadium Sports Centre – Quest
- Palace Theatre - Equivalent
- Museum - Equivalent

#### Reporting Requirements

Where there are no quality management systems in place at the commencement, the Council and the Operator will agree a reasonable timeframe for implementation. Resource implications will be addressed, and The Quality management system must be maintained and reported in line with the performance management framework. If there is an area of concern raised by the council, the company shall discuss with the client officer and agree a reasonable time scale for response within 3 working days.

A list of the expected measures and reporting requirements can be found in section 1.19

### 1.8 Participation Targets

#### Required Outcome

As well as aiming to increase the participation and attendances across the Facilities in general, the Operator will work with stakeholders, development officers and the Council to target and provide a range of interventions that will reach identified groups that are under-represented in their use of the facilities or who would benefit most from use of the facilities.

The Operator will ensure that the participation of identified groups are targeted, measured and that marketing plans have been implemented to attract groups including:

- Children and Young people (aged 16 and under)
- Young people aged 16 – 25
- Women
- Older people (over 60)
- Looked after children and supported families
- School swimming for all [X] Schools

#### Performance Standards

The Operator will achieve the desired Outcomes the Council's Performance framework and provide supporting narrative where appropriate. In cases where performance is not as planned or expected the narrative will cover the reasons for this and the plans put in place to address the issue.

#### Reporting Requirements

The Operator will provide a report to the Council on a quarterly basis for the Contract Review Meeting as per the initial submission date outlined in section 1.19 'Other Monitoring & Reporting'

## Part 1C – Service Performance Requirements

There are 11 elements to the Service Performance Requirements:

- Cleaning
- Environmental and Energy Management
- Customer Service
- Catering and Vending
- IT, Telephone and Booking systems
- Maintenance of Buildings, Plant and Equipment
- Car Parking and Grounds Maintenance
- Events Management
- Marketing / Sales and Publicity
- Major Incident Reporting
- Other Monitoring and Reporting

### 1.9 Cleaning

#### Required Outcome

The facilities is maintained and cleaned in such a way to maximise customer satisfaction and attendances.

The Facilities should be cleaned in such a way as to maintain a healthy and safe environment for all customers to allow for efficient and effective operational use of the facilities and promoting a positive image of the facilities at all times to increase attendances.

The Operator shall ensure that proper care is taken at all times to prevent injury during any cleaning operation, and to minimise customer inconvenience. All cleaning materials and the use and storage thereof shall comply with COSHH, the Health and Safety at Work Act and any other related legislation and any subsequent amendments thereof. The operator will equip staff with the necessary equipment and training to ensure the facilities benefit from a high standard of cleaning.

The Operator is required to produce appropriate cleaning schedules and COSHH assessments for each area of the leisure facilities that include for daily and other routine cleaning as well as for regular deep cleaning.

#### Performance Standards

The facilities must therefore be 'visibly clean' at all times.

The Operator shall provide cleaning services over the full calendar year. The Operator shall be aware, and factor into its Plans and cleaning routines 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.

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

The Operator shall determine the cleaning frequency for each ZonePlans.

The Operator must include cleanliness of the facilities within the annual customer satisfaction surveys and produce an action plan based on results. A comments and suggestions scheme should be in place to collect feedback on cleaning standards. The Operator should undertake a number of cleaning spot checks to maintain high standards. Cleaning standards to be included in the 6 monthly customer forums.

#### Reporting Requirements

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The Operator will monitor its own performance as part of the service performance management framework procedures agreed with the Council. This information shall be available to the Council on request.

The Operator shall report Annual satisfaction survey results related to cleanliness and six monthly customer forum information specific to cleanliness. The Operator will provide a report to the Council on a quarterly basis for the Contract Review Meeting as per the initial submission date outlined in section 1.19 *'Other Monitoring & Reporting'*

### **1.10 Environmental and Energy Management**

#### **Required Outcome**

The Operator shall operate the Facilities in an environmentally sensitive and sustainable manner, to reduce energy consumption, reduce water and wastewater consumption, minimise chemical usage, recycle appropriate non-hazardous wastes and contribute to the delivery of the Council's wider policies for safeguarding the environment and promoting sustainability.

The operator shall have a clear policy and programme in place to reduce as far as reasonably practicable the use of single use plastics. The operator is required to promote recycle and reuse principles across all services.

The operator shall have a clear policy and implement effective operational practices that demonstrably have a positive effect on the environment and promote recycling. This shall be set out in the Annual Business Plan.

The operator and the Council will work together to ensure that any investment propositions related to environmental impact are given due consideration and plans approved when the business case is established, as part of the Business Planning Process.

The operator will undertake its grounds maintenance contracts in a responsible manner to ensure that it promotes bio-diversity and habitat management.

The operator will implement and promote a sustainable travel action plan to its customers and staff.

#### **Performance Standards**

The Operator will achieve desired Outcomes in conjunction with the Council's Performance Management Framework and provide supporting narrative where appropriate. The operator will support the councils' objectives and priorities in this area and contribute positively to any future workstreams.

#### **Reporting Requirements**

The Operator shall ensure that achievements against the Environmental and Energy Management Plan are met and how these contribute to the Council's wider policies for safeguarding the environment and promoting sustainability is submitted as part of the Performance Monitoring Report. The Operator shall ensure that energy consumption for gas, electricity and water for the Facilities is included within this report, alongside recycling rates. on a six monthly basis for the Contract Review Meeting as per the initial submission date outlined in section 1.19 *'Other Monitoring & Reporting'*

### **1.11 Customer Service**

#### **Required Outcome**

The Operator shall provide and comply with an overarching comprehensive customer service charter and customer commitment statements at site level. These will be produced by the submission dates outlined in section 1.19 *'Other Monitoring & Reporting'* and will mirror or exceed the council's Customer Service Principles Policy

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The key principles of the Council's customer care requirements are set out below. The Operator shall meet these commitments:

- Service Standards are defined and clearly displayed
- A customer care policy exists, is freely available to the customers and is implemented
- There is a Customer Charter/Commitment Statement in place
- There is a clear and defined refunds policy

As part of the charter/statement, the operator shall also commit to:

- All staff will be inducted and suitably trained and qualified to meet customer needs.
- Customer feedback procedures including customer comments, verbal comments, customer and club forums
- All groups (including those with disabilities) having appropriate access and equal opportunities and look to address where possible any needs identified in co-operation with the Council.
- Staff are helpful and pleasant and respond positively to all enquiries and sales opportunities.
- Staff at all levels are empowered to resolve customer complaints
- Information for customers is available in all appropriate formats to support the business.
- Bookings and access to services are inclusive and effective to meet customer need.
- Detailed complaint handling procedures including procedures for dealing with difficult/ unusual Customer requests.
- The operator will maximise the opportunities presented by social media activities and will understand and manage the risks associated with such activities.
- Measurement of levels of customer satisfaction
- A customer engagement policy will be developed in line with the reporting frequencies outlined in section 1.19 including details on displaying customer feedback in the facilities
- Effective internal policies for dealing with customer service implications including, but not limited to, lost property procedures, adverse weather, and customer success strategy.

The Operator shall develop and operate a comprehensive consultation and engagement strategy.

The Operator shall carry out the following customer service research for all sites:

- Annual Satisfaction Survey
- Service sampling including exit interviews and/or questionnaires.
- Quarterly analysis of all verbal and written comments and complaints
- Six monthly Customer forum and annual stakeholder forum on a site by site basis.
- Mystery visits and/or telephone calls.
- Ongoing review of web, social media and visitor review platforms.

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The Operator shall ensure that the information ascertained from the research is analysed and the results used to inform future service delivery. Mechanisms for achieving this should be shown in the business plan

### **Performance Standards**

The Operator will achieve desired outcomes set in conjunction with the Council's Performance Management Framework and provide supporting narrative where appropriate.

### **Reporting Requirements**

The Operator shall ensure that a report detailing all complaints and remedial action taken is provided to the Council on a quarterly basis. The Operator 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 Quarterly Performance Monitoring Report as per the initial submission date outlined in section 1.19 'Other Monitoring & Reporting'

### **1.12 Catering and Vending**

#### **Required Outcome**

The Operator or its contractor should provide a high quality, value for money service, which offers a range of appetising and nutritious food and drink to customers. The Operator shall ensure that as a minimum, the existing catering vending areas provided as appropriate at each of the Facilities continues to be provided.

The Operator shall provide a comprehensive food and drink selection that caters for different Customer types as well as the different dietary requirements of customers including:

- Community and club customers
- Commercial customers such as conference delegates
- Staff members
- Group/ individual visitors and spectators
- Vegetarians and persons with particular dietary needs
- Diverse cultural and religious background of customers and the local community to the Facilities
- Special functions such as events, celebrations, special events, etc.

The Operator shall ensure that a choice of affordable beverages, meals and snacks is available during the Minimum Opening Hours for catering to all Customers and specifically at meal times. The Operator shall ensure that the choice of beverages and meals includes hot and cold, nutritionally balanced, healthy meals and snacks. The Operator shall also provide hot and cold drinks and simple snacks through vending machines or otherwise outside of the Minimum Opening Hours for catering.

The Operator shall ensure that a healthy, balanced menu is offered in the catering facilities that are updated frequently. The Operator shall ensure that the marketing associated with the catering facilities focuses on and promotes healthy eating options. The Operator shall ensure that healthy vending options are offered in the Facilities.

#### **Performance Standards**

The Operator (and/or its sub-contractor/s) shall demonstrate a clear understanding of the requirement for a quality and sustainable catering service that meets all its diverse Customer needs. Plans shall cover as a minimum:

- Catering service recommendations
- Sample menus for all services
- Sample tariffs where appropriate

## Schedule 1 – Services Specification

- Specific plans at the catering facilities within the Facilities
- Details of the Operator'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.

The Operator shall ensure that menus and tariffs are clearly displayed.

The Operator shall ensure that a supply of chilled drinking water for use with reusable cups (other than that provided by mains taps) is provided for all Customer of the Facilities free of charge and is located in appropriate public areas such as the fitness suites, catering facilities and meeting rooms.

The Operator shall ensure:

- compliance with the Food Hygiene Regulations (England) regulations 2006 and the European Food Safety Regulations (ref 178/2002 and 852/2004)
- compliance with other relevant and associated health and safety and cleaning requirements as set out in this Services Specification
- it provides 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 Council's Representative.
- the 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
- the deep clean of kitchens, dining room and designated areas in accordance with statutory and EHO regulations.

### **Menu and food service**

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

The Operator shall:

- a) comply with the provisions of Worcestershire Regulatory Services Food Standards Agency National Food Hygiene Rating Scheme (FHRS)
- b) at all times maintain a rating of '4' or above for each site, as determined under the FHRS.

The operator shall apply for and achieve the FHRS award within six months from the Commencement Date and must maintain at all times throughout the contract period.



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The Operator shall ensure that the purchase and procurement of food and consumables is from reputable suppliers. The Operator shall ensure that local fresh produce suppliers are used wherever possible. The Operator shall aim to use Fairtrade products and supply from sustainable sources.

The Operator 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 Operator shall ensure that the vending machines and areas surrounding vending machines shall be clean and free from packaging and rubbish.

### **Food safety regulations**

The Operator 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 Analysis and Critical Control Points (HACCP) is completed.

The Operator shall comply with the requirement to register the premises under food safety Legislation with the Environmental Health Department of the Council and provide written confirmation of the fact to the Council's Representative within one month of the Commencement Date. The Operator shall comply with the Food Hygiene (England) Regulations 2006 and the European Food Safety Regulations (ref 178/2002 and 852/2004). The Operator shall operate all licensed premises in accordance with the Licensing Act 2003. The Operator shall ensure that all licensed bars have a current premises licence and a designated premises supervisor. The Operator shall comply with the conditions of their premises licence.

The Operator shall provide a written Food Safety Management System and ensure that all food handlers have training in food hygiene commensurate with their responsibilities

### **Food hygiene**

The Operator shall remove all rubbish from the kitchen and dining areas to a designated location on-site in a safe and hygienic manner. The waste storage receptacles must be capable of preventing access by pests and be of sufficient size and emptied at sufficient frequencies to ensure all waste is contained.

The Operator shall ensure that trays, litter and other debris shall be cleared away and tables wiped periodically to provide a tidy and clean mealtime. The Operator 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.

The Operator 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.

The Operator shall ensure that as a minimum the catering services shall be subject to an annual independent hygiene audit, the results of which must be provided to the Council's Contract Manager in line with the reporting process outlined in 1.19 *'Other Monitoring & Reporting'*.

### **Quality of catering service**

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

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

### **Facilities**

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The Operator shall maintain the catering facilities in a hygienic condition. The dining area shall be clean and tidy at all times before scheduled meal times and shall be periodically cleaned during times of use. The required crockery and cutlery shall be provided by the Operator for Customers.

The Operator 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**

The Operator shall ensure that the provision of the catering service complies in all respects with relevant health and safety regulations. The Operator 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.

The Operator shall ensure that all accidents are recorded in accordance with health and safety regulations and Operator procedures.

The Operator 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**

The Operator shall ensure that all catering staff are appropriately trained, competent and informed of all areas relating to food safety and health and safety. The Operator 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**

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

#### **1.13 IT, Telephone and Booking Systems –**

##### **Required Outcome**

The Operator shall ensure the appropriate provision of IT and telephony services in order to deliver the business plan objectives and shall ensure that fully functioning and efficient IT and telephony systems are maintained at the facilities throughout the Contract Period.

The operator shall look to maximise the opportunities that can be developed through IT service enhancements i.e. online booking potential.

The operator will engage with and develop social media and website platforms in order to increase access to services and maximise marketing opportunities.

The Operator will look to implement guest Wi-Fi facilities across all facilities within the first 24 months of the contract. In cases where this is practically or financially not possible the Operator will issue an update to the Council on this matter stating why this cannot be achieved for consideration and agreement.

The Council requires that bookings can be made in person, by phone, in writing and online if appropriate in accordance with the e-government agenda.

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The Operator 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, Customer information, effective administration systems, and operational information systems to record and effectively deliver all bookings

### **Business continuity**

The Operator will have contingency procedures in place for system failure both to provide a continuous service provision for customers and to ensure the membership database is backed up.

The Operator will at the commencement of the contract put into place disaster and business continuity plans and will review these at regular intervals. These plans will be monitored as part of the Performance Monitoring Report.

### **Performance Standards**

The Operator shall develop technological solutions for everyday tasks. This includes providing a system that allows for Customer transactions, including requests for information and bookings to be made online.

The Operator 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 Customer information, effective management and administration systems, marketing opportunities and operational information systems that record and effectively deliver all bookings.

The system shall enable information on types of Customer to be analysed in order to record participation by target groups as specified in Table 1 of this Services Specification.

The Operator shall develop proposals for the self-ordering and self-issue of leisure tickets, with collection points specified at the Facilities that facilitates fast track entry systems.

The Operator shall comply with all relevant Data Protection Legislation and will only process personal data as required by the Council.

The Operator (where processing personal data) must certify that they have registered with the Information Commissioners Office. The Operator will assist the council with any relevant data protection rights requests received within a timely manner allowing the request to be dealt with within the 1 one time period prescribed by law.

The Operator must be aware of the obligations and its responsibilities under the Freedom of Information Act 2000. This may mean that information which the Council holds about the Operator may be subject to disclosure in response to a Freedom of Information request. A document may have been categorised as confidential but the Council may be obliged to disclose the document, or parts of it, to an applicant making a request under the Freedom of Information Act 2000.

If the Operator provides any information to the Council in the expectation that it will be held in confidence then the Operator must make clear in the documentation as to the information to which the Operator considers a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be provided.

In certain circumstances where information has not been provided in confidence, the Council may still wish to consult with the Operator as to the application of any other exemption such as that relating to disclosure may prejudice the commercial interests of any party. However, the decision as to what information will be disclosed will be reserved with the Council.

If an Information Governance incident occurs, the Operator must report this as soon as possible to the Operator’s SIRO, according to their incident reporting procedures. This must also be reported to the Council as soon as possible. The incident must be formally documented using Operator’s incident

## Schedule 1 – Services Specification

reporting processes. Any information security or confidentiality breaches made by Operator's employees, agents or sub-operators must be immediately reported.

Monitoring and reviews are designed to ensure that the services in question are being delivered securely and confidentially and that controls are adhered to. On request, the Operator must supply or allow the Council to view information governance and security policies, procedures, training records and / or controls to ensure they are acceptable, complete and up to date. If these are not in place, the Council can audit current practices and / or assist with training and development of such policies / procedures.

It is the requirement of the Operator to maintain an upto date information asset register. At the end of the contract period, it is the responsibility of the Operator as the Data controller to work with the Council to ensure that the data is transferred in line with legislation.

### **Reporting Requirements**

The Operator will monitor their own performance as part of the service performance management framework procedures agreed with the Council. This information shall be available to the Council on request. The Operator will duly report on any further requirements of an SLA.

Should the Council wish to analyse any specific IT reports the Operator must produce the relevant report within ten Business Days from the initial request.

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

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

For existing Facilities the Council will grant leases to the Operator, based on a standard landlord/tenant obligation in respect of the repair and maintenance of the structure and fabric of the Facilities, and major plant and equipment. A separate document (the Repairs and Maintenance Matrix) sets out the proposed allocation of repairs and maintenance obligations between the Council and the Operator.

The Operator shall ensure that the Facilities and all portable equipment are fully functioning and available for use, and where applicable and appropriate will always conform to legislation and statutory requirements, perform in the most efficient manner and be subject to suitable service contracts in order to achieve a full economic life.

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

The agreed maintenance programme will be mindful of the needs of the Operator to provide its leisure service to customers, the Council to protect its freehold property and the financial resources available. Some necessary financial adjustments may be required for any net loss of income as a result of planned closure.

The Operator shall carry out reactive maintenance in accordance with this Service Specification and applicable response/ rectification times in accordance with the Agreement.

The Operator 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.

During the operation of the Facilities, the Operator shall be responsible, at its own cost, for the repairs and reinstatement of any accidental or deliberate damage caused including vandalism.

The Operator shall ensure that where glass is replaced for whatever reason, the replacement glass meets the standards 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.

### **Performance Standards**

## Schedule 1 – Services Specification

The Operator shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance as set out in this Service Specification, Schedule 3 of the Leisure Management Agreement – Asset Management Responsibilities Matrix, the agreed Schedule of Programmed Maintenance and in accordance with the Operator's Asset Management and Environmental Sustainability Plans. The Operator shall ensure that the Facilities are kept up to date and reflects the needs of Customer.

The ongoing quality of the facilities is of the highest importance to the Council. The Operator 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 is maintained to a high standard of good repair and are fully functional in respect of the activities taking place at the Facilities.

The Operator as a minimum shall ensure that:

- Both planned preventative lifecycle and reactive maintenance is carried out in accordance with the Operator's previously agreed Asset Management and Environmental Sustainability Plans and the agreed Schedule of Programmed Maintenance
- Maintenance procedures ensure the Facilities:
  - Complies with all applicable statutory requirements and Legislation
  - Is 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 Facilities as a whole in accordance with the standards contained within the Heating and Ventilating Operators' 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
- 
- All work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.

The Operator shall implement Programmed Maintenance, comprising of:

- Planned Preventative Maintenance
- Statutory/ mandatory testing/ inspections
- Lifecycle replacement (in accordance with the terms of this Agreement).
- Fabric Maintenance

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

The Operator shall ensure that copies of operating worksheets for periodic maintenance and repairs carried out are recorded on the Property Database. The Operator 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)**

## Schedule 1 – Services Specification

The Operator 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 Operator shall ensure that the PPM system is operated from within a computer aided facilities management (CAFM) system. The Operator shall be responsible for the operation and maintenance of the Facilities in a manner that optimises its performance for the duration of their effective life. The Council may at any time carry out checks of any replacement, maintenance or repair carried out by the Operator. The Council's Representative may also request demonstrations of the performance of the Facilities and the Operator shall fully cooperate with such requests.

The CAFM/PPM system will be established as part of the repairs and maintenance contract appointment as from 1<sup>st</sup> April 2021

### **Reactive Maintenance and repairs**

The Operator 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 Plans. The Operator shall monitor any departures from the environmental parameters set out in the Zone Data Sheets and shall rectify any such departures.

The Operator shall provide a professionally managed service, through the CAFM system, for reactive maintenance and repairs 24 hours per day, 365 days per year. The Operator 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 Operator's cost.

The Operator shall ensure that all maintenance staff working on behalf of the Operator involves themselves fully in the identification of faults. The Operator shall ensure that the inherent skills of its staff ensure the timely identification and rectification of faults. The Operator shall ensure that both faults identified by the Council's and Operator's staff are logged through the CAFM system for quality analysis. The Operator 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.

The Operator 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.

The Operator shall ensure that only appropriately trained personnel are dispatched to reactive activities. The Operator shall ensure that all maintenance repairs use materials that are comparable and compatible with existing materials used at the Facilities.

Should the operator have a handy person service, they will 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.

During the operation of the Facilities, the Operator shall be responsible, at its own cost, for the repairs and reinstatement of any accidental or deliberate damage caused including vandalism.

The Operator 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 EN 12600:2007.

The Operator 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**

The Operator shall develop the Lifecycle Schedule for the Facilities based upon industry standards for replacement of plant and building fabric. For the Contract Period, the Operator is required to manage the Lifecycle Schedule as set out in Clause 15 (Condition of the Facilities) of this Agreement and Schedule 3

## Schedule 1 – Services Specification

Asset Management Responsibilities Matrix. The Operator shall undertake the lifecycle replacement works in accordance with Clause 15 (Condition of the Facilities) of this Agreement.

The Operator shall take cognisance of the intimate relationship between operational elements and those elements of lifecycle management. The Operator shall implement a holistic maintenance regime to maximise the life of all built and installed assets. The lifecycle scheduling will be established as part of the repairs and maintenance contract appointment as from 1<sup>st</sup> April 2021

### **Fabric Maintenance**

The Operator shall provide a professionally managed, high quality planned preventative fabric maintenance service in accordance with a system and programme of building fabric maintenance. The Operator shall make sure that the Facilities is in a safe, secure, wind protected and watertight condition. The Operator shall ensure that reactive repairs and maintenance to the internal and external fabric of the Facilities is logged via the CAFM system and allocated to the appropriate tradesmen by the Operator. The Operator shall ensure that planned preventative maintenance tasks are generated by the PPM system quarterly, in advance, and made available to the Council's Representative. The quarterly task sheet shall clearly identify the asset type, location and work required.

The Operator 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 – regular roof inspections will be required to ensure that gutters are kept clear.

All window cleaning is the responsibility of the Operator.

The Operator shall have an Asbestos Management Plan and 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 Operator to contain Asbestos
- b) It has been concluded by the Operator that they do contain Asbestos
- c) It has been concluded by the Operator that they do not contain Asbestos
- d) Are presumed by the Operator that they do not contain Asbestos.

The Operator shall make this Asbestos register permanently available to the Council, all of the Operator's personnel, sub-operators and suppliers and any other operatives carrying out work on the Operator's behalf at the Facilities.

The Operator shall ensure that all activities are executed, and records updated with due regard to the Control of Asbestos at Work Regulations 2012 approved code of practice plus any subsequent amendments. The Operator shall ensure that all registers relating to Asbestos and associated work schedules are maintained on the CAFM system.

### **Mechanical and Electrical Maintenance**

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The Operator shall provide a professionally managed, high quality Mechanical and Electrical (M&E) maintenance service through a regular and organised regime. The Operator 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.

The Operator shall follow the maintenance requirements specified by:

- Original equipment manufacturer's recommendations
- HVAC Standard Maintenance Specification
- CISBE guidelines
- BSRIA
- The Council's requirements as set out in this Services Specification
- All relevant statutory regulations and requirements
- Specific warranty period maintenance requirements.

The Operator shall ensure that assets are maintained at optimum performance. The Operator 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 Operator 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 Operator shall be responsible for establishing/ maintaining any additional systems it considers necessary to carry out this task.

### **Equipment**

The Operator shall maintain all fixtures and fittings and loose equipment as identified in the inventory and be responsible for providing suitable equipment for the duration of the agreement to meet its programme and business objectives.

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

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

The Operator 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.

The Operator 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 complied with. Copies of certificates of inspection shall be forwarded to the Council's Representative and shall be displayed in the reception area of the Facilities.
- Items of equipment not subject to any regulations or recommendations for maintenance shall be inspected on a regular basis and at intervals not exceeding one month
- Where the Operator enters a maintenance agreement with a supplier of specialist equipment, that agreement shall not continue beyond the duration of this Agreement.

The Operator 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. It shall be made secure to ensure that it cannot inadvertently be used.



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The Operator shall provide the level of equipment and materials required for the carrying out of the Services. The Operator is responsible for the equipment and materials in the delivery of Services. The Operator shall make provision for the hire of sports equipment, where this is not provided by the retail unit.

The Operator shall ensure that all equipment provided as set out in Appendix 4 (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.

The Operator confirms that the equipment listed in the Equipment Inventory set out in Appendix 4 is sufficient to enable the Contract to deliver the Services set out in this Services Specification.

The Operator 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 Operator shall provide a revised Equipment Inventory to the Council within in line with the reporting process outlined in 1.19 '*Other Monitoring & Reporting*'.

The Operator 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.

The Operator 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.

The Operator 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 Operator shall make it secure and ensure it cannot inadvertently be used.

The Operator shall ensure that- Disability accredited fitness equipment is provided at the Abbey Stadium in order to meet the DSW criteria as a minimum standard.

The Operator shall obtain a manufacturer's certificate on an annual basis in respect of the fall-arrest systems at the Facilities.

The Operator shall ensure that all equipment to be used by the public is regularly inspected for safety and appropriate records kept. The Operator shall ensure that all equipment receives an annual inspection and service from a recognised supplier. In addition to this independent assessment, the Operator shall ensure that internal tests and inspections are carried out on a regular basis throughout each Contract Year.

The Operator shall ensure that all areas of the Facilities have equipment provided in accordance with the following standards:

- Sufficient equipment for the activity programmed
- Arrangements for hearing and sight impaired clients

The Operator shall not introduce any additional coin-operated equipment including gaming and amusement machines, to the Facilities without prior written approval of the Council.

The Operator shall ensure that the Facilities have defibrillators on site and that there are regular training updates in line with current BACR regulations or RLSS National Pool Lifeguard requirements.

The Operator shall ensure that the Abbey Stadium have spinal boards on site and there are regular training updates in line with the current best practice.

The Operator shall ensure that inflatables are kept in line with the current industry best practice

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The Operator shall not make any modifications to equipment at the Facilities without the prior written permission of the Council.

The Operator 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 consent of the Council's Representative, shall be handed back to the Council 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 Council in order to maintain the initial inventory.

### **Statutory/ Mandatory inspections**

The Operator shall ensure that all statutory and other mandatory requirements are met in respect of the Maintenance Services and inspections. The Operator shall inform the Council 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.

The Operator 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 Council in advance. The Operator 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.

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

### **Portable Appliance Testing**

The Operator 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 Operator shall ensure that all portable appliances are tested and certified with copies of certificates promptly forwarded to the Council's Representative. PAT testing shall be risk based. The Operator 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.

The Operator 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 Operator.

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

### **Fire Detection, Emergency Lighting and Fighting Systems**

The Operator 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 Council's Representative.

The Operator 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 Council's Representative following each service.

The Operator 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 Council and Operator in accordance with manufacturer's and installer's guidance and in line with the above statutory guidance. The Operator shall ensure that the results are logged within each location and centrally within the CAFM system. The Operator shall ensure that all abnormal test results are acted upon and the appropriate action is taken to

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remedy any abnormal test results in line with the required response and rectification times. The Operator must have a fire safety & evacuation plan in place for the facilities.

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

The Operator shall provide a maintenance service to the lifts, hoists and conveyance systems and other lifting equipment within the Facilities. The Operator shall ensure that the lifts are maintained to COLAR standards. The Operator shall ensure that lifts, hoists and other lifting equipment are subject to thorough examination by a competent person at appropriate intervals. The Operator shall ensure rectification as set out in Schedule 6 Performance Monitoring System if there are any problems with the system's components, items and panels. The Operator shall ensure that all necessary information regarding the lifting and conveyance system is recorded within the CAFM system.

In addition to the maintenance activities, the Operator 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**

The Operator shall maintain the CCTV, intruder and access systems at the Facilities to ensure their proper functioning at all times. The Operator shall ensure that any failure in such systems is rectified within the required rectification times.

The Operator shall ensure that all intruder alarm systems are maintained and tested in accordance with EN50131 (or replacement standards) with copies of the certificates forwarded to the Council's Representative following each service.

### **Re-Lamping**

The Operator shall carry out all necessary re-lamping at the buildings and shall adopt an organised approach to re-lamping across the Facilities. The Operator 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 Operator, whilst maintaining the specified lighting levels in accordance with this Services Specification 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 Operator shall ensure that luminaires and light fittings are kept in good repair and shall be cleaned and maintained to ensure optimum performance.

### **Duct Maintenance**

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

### **External Maintenance**

The Operator shall provide maintenance services to the external environment at the Facilities including external furniture and fittings and external lighting.

The Operator 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**

The Operator shall provide to the Council a "Maintenance of Buildings, Plant & Equipment report" on a quarterly basis for the Contract Review Meeting as per the initial submission date outlined in section 1.19 'Other Monitoring & Reporting'

The Maintenance of Buildings, Plant & Equipment reports should cover (without limitation):

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- 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.

The Operator shall submit details of any failures to follow the Schedule of Programmed Maintenance or achieve the required Performance Standards as part of the Performance Monitoring Report.

If the Operator feels that there is an issue with an area that the Council are responsible for, they should contact the Council and provide further details.

The Operator shall provide an updated form of the details the "Equipment Inventory" to the Council in line with the reporting process outlined in 1.19 '*Other Monitoring & Reporting*'.

Appropriate records shall be maintained and updated at all times by the Operator detailing all relevant inventories, losses or disposals, repairs and replacements through the course of this Agreement.

The Operator shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Performance Monitoring Report.

### **1.15 Car Parking & Grounds Maintenance**

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

The Operator shall carry out grounds maintenance within the site boundaries of the Facilities in such a way as to maintain a well presented and safe environment for all Customer; allowing for efficient and effective use of the facilities and promoting a positive image of the Facilities at all times.

The Operator shall provide a safe, attractive and stimulating environment for the citizens of Redditch and beyond and to safeguard and enhance the natural environment at the Facilities.

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

##### *The Grounds*

The Operator is responsible for all grounds maintenance and shall collect and dispose of litter on the soft landscaped areas (e.g. within the shrub beds and on grass lawn areas).

The Operator shall ensure that the grounds are maintained to meet the applicable provisions of BS7370, BS3936, BS4043 and BS4428:1989 and in accordance with the detailed provision as set out in the remainder of this Services Specification. This includes the maintenance of any cultivated area in the car parks.

##### *Slippery Surfaces*

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The Operator shall treat hard surfaces, with an appropriate herbicide/fungicide or other suitable material to ensure that at no time there is a formation of algae, moss etc. causing the surface to be slippery.

### *Snow and Ice*

The Operator shall ensure:

- That when dealing with the removal of snow and ice by distributing de-icing salt over areas to maintain a safe surface that damage to grassed and planted areas shall not be caused;
- That surface water drainage channels, gully gratings and outlets are kept clear to prevent ponding, flooding and subsequent damage to roads on site, paths and planted areas following a thaw.

The Operator shall ensure that any specific hazards caused by inclement weather shall be made safe and reported to the Council's Representative immediately.

### *Environmental Maintenance*

Section 89 (1) of the Environmental Protection Act 1990 places a duty on local authorities to ensure that all land under their direct control is kept free of litter and refuse. The Department of the Environment has issued a code of practice to provide guidance in establishing reasonable and generally acceptable standards of cleanliness. The Operator shall ensure that the Sites achieve the standards required by the EPA 1990 and the code of practice. The Operator shall refer to the Environmental Protection Act 1990: Code of Practice on Litter and Refuse for examples of cleanliness standards and shall meet the same.

### *Leaf and Blossom Fall*

The Operator shall ensure the clearance and proper disposal of leaves, blossom, tree fruit and seeds from the areas contained within this Agreement.

### *Animal Fouling Clearance*

The Operator shall ensure the removal of animal fouling from the sites within this Agreement to which the duty under the Environmental Protection Act 1990 applies and shall ensure that the Site remains free from dog excrement.

### *Graffiti and Flyposting*

The Operator shall remove all graffiti and flyposting from all bins, fences, walls, gates, bridges, notice boards, equipment, buildings and parts of buildings within this Agreement to ensure that Sites remain graffiti free and shall use reasonable endeavours to prevent and reduce the writing of graffiti on the Site.

### *Removal of Dumped Refuse Abandoned Vehicles and Fly-tipping*

The Operator shall ensure the prompt removal and disposal of dumped refuse (including gas cylinders, tyres, car batteries and builders' materials), abandoned cycles, motor cycles and vehicles and fly-tipping within the Sites.

### *Pests, Vermin and Wild Animals*

The Operator shall take all reasonable precautions to prevent pests, vermin and wild animals. The Operator shall eradicate rats and remove wasps' nests, swarms of bees, pests, including Brown Tail Moth and vermin within the Site. The Operator shall deal with injured wild and domestic animals in the Site boundaries.

The Operator, when using pesticides, shall comply with guidelines contained in:

- Department for Environment, Food and Rural Affairs 'Pesticides. Code of practice for using plant protection products' (DEFRA).

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- British Agrochemical Association 'Handbook of Amenity Pesticides'.
- Weed Research Organisation 'The Weed Control handbook Vols I and II'.
- National Association of Agricultural Operators and National Turn Council. 'Code of Practice for the Use of Approved Pesticides in Amenity Areas'.

### *General*

The Operator shall give priority to areas of need in line with the requirements of the Environmental Protection Act 1990 and follow the general principle that the 'dirtier' an area has become, the more quickly it should be cleaned and returned to "Grade A" in accordance with the Environmental Protection Act 1990.

The Council shall be entitled to issue to the Operator "Litter Control Notices" in respect of any location in accordance with the Environmental Protection Act 1990, during the Contract Period. .

The Operator shall make proper financial and operational arrangements for the disposal of all effluent, waste and refuse arising from the Site during the Contract Period.

The Operator shall maintain the existing fences and gates in order to maintain the integrity of the perimeter security including repairs as a result of vandalism / damage by a third party and Operator negligence.

### **Reporting Requirements**

The Operator shall submit a Grounds Maintenance Schedule for the Contract Review Meeting as per the initial submission date outlined in section 1.19 '*Other Monitoring & Reporting*'

#### **1.16 Events management**

##### **Required Outcome**

The Operator shall manage and promote events in accordance with the Programmes of Use, Sports & Activity Development Plan and Marketing Plans. The Operator shall obtain consent for the holding of events from appropriate authorities and shall ensure that events adhere to all relevant site restrictions, and that any event being staged at the Facilities does not – without appropriate notice being provided and mitigating arrangements being in place - disrupt other Customer of the Facilities.

The Operator is responsible for all aspects of events from marketing and planning through to staging and post-event feedback. The Operator 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. The Operator shall ensure that sufficient staffing is available to resource the event.

The Operator shall ensure that each event is delivered to the requirements of the specific Customer i.e. National Governing Body, corporate business, international organisation and/ or wedding couple. The Operator 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 Customer. 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 Operator shall ensure that all hirers are competent in respect of the nature of their event and that hirers and event organisers have appropriate public liability and other insurance cover where applicable. The Operator must ensure that all hirers have undertaken appropriate DBS clearance checks where appropriate.

The Operator 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.

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The Operator shall actively seek to obtain Customer feedback in relation to any event staged and shall demonstrate how feedback received has been used to improve future event delivery.

### *Council Sponsored Events*

For events promoted by the Council, the Operator shall provide relevant assistance in the organisation of these events, and shall sell tickets for these events, at no additional cost to the Council. The Council will negotiate with the Operator any costs above the normal hire fee or operating costs, if necessary.

The Operator's staff shall involve themselves in the negotiations and meetings with event promoters, media and athletes to ensure that events are successful and the Council's image (and the Operator's) is enhanced.

The Council may reasonably request the Operator to be responsible entirely for the management or promotion of an event on its behalf. In this case, the Council will negotiate a separate fee with the Operator.

In relation to the Council's use of the Facilities for a Civil Emergency, or to establish a temporary Rest Centre, the Operator will:

- (a) make key staff available at no cost to the Council for test and exercise training by the Council every 24 months under the Civil Contingencies Act 2004 and also use its best endeavours to make its staff available for further meetings or training to assist the Council if a Rest Centre is required or a Civil Emergency occurs
- (b) provide the Facilities or any part thereof at no cost to the Council except the Council shall pay to the Operator such proportion of any funding received from central government relating to such use of all or part of the Facilities having deducted any sum or sums already paid or to be paid by the Council to the Operator for that use. In the event that no funding is received from central government, in consideration of the Operator allowing its staff during their normal working hours to be redeployed for training and in assisting the Council by carrying out work arising as a result of a Civil Emergency or if a Rest Centre is required and a reasonable expectation that Operator staff will volunteer to take instruction from the lead agency (Gold Command) in any Civil Emergency, the Council will pay the Operator a reasonable sum to be agreed between the Parties based on the work involved.

In relation to the Council's use of the Facilities for Elections, the Operator will:

- (a) provide the use of the Facilities or any part thereof at no cost to the Council except the Council shall pay the Operator such proportion of any funding received from the Cabinet Office and HM Treasury relating to such use of all or part of the Facilities having deducted any sum or sums already paid or to be paid by the Council to the Operator for that use
- (b) where use of the Facilities is for a count, whether that be held during the day or overnight, and the Operator is to carry out all or some of the setting up and/or employ additional staff to help the Council's elections team and/or assist with security and/or provide refreshments to the staff working at the count, the Council will pay a reasonable sum to the Operator which will be agreed in advance of booking and will be based on a comparison with the Cabinet Office and HM Treasury fee and no other payment will be due.

### **Reporting Requirements**

The Operator shall provide an Event Management Plan and annual report to Council for the Contract Review Meeting as per the initial submission date outlined in section 1.19 'Other Monitoring & Reporting'

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

The Operator shall ensure that all comments received are available for review by the Council.

The Operator shall include an event management summary within the annual report detailing the outcomes of the Customer feedback system.

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### 1.17 Marketing/Sales and Publicity

#### **Required Outcome**

The Operator shall ensure that the Facilities is managed in a way that promotes and enhances the reputation of Redditch Borough Council.

The Operator 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 Operator shall ensure that the Marketing Plan is used as a key tool in promoting usage of and access to the Facilities and increasing commercial and brand awareness of the Facilities. The Operator shall ensure that the materials and channels produced for marketing should reflect the Council's objective to raise the profile of the Facilities and increase levels of usage with the overarching aim to contribute to the Council's Outcomes. The Operator shall be proactive and illustrate a strong use of social media.

- The Operator shall ensure that the Facilities are promoted as a Redditch Borough Council Facilities. The Operator shall ensure that the Council is recognised in all marketing material and signage produced by the Operator specifying the Facilities and should include '*[Operator name] working in partnership with Redditch Borough Council*' and the Redditch Borough Council logo
- The Operator shall ensure that the Marketing Plan is prepared to reflect the outcomes that the Council require the Operator to achieve within this specification. The marketing plan and associated report shall be submitted in line with the reporting frequencies as outlined in 1.19.

#### **Performance Standards**

##### *Marketing Plan*

The Operator shall develop a detailed Marketing Plan for the Facilities and its services to ensure that Customer and potential Customer are made aware through a wide range of promotional channels including internet and social media, 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.

The Operator shall ensure that the Marketing Plan includes details of the Operator's operational proposals for the catering services including the promotion of the service.

The Operator shall ensure that the Marketing Plan covers the following areas:

- Activities to be promoted and potential Customer to be targeted (programming; courses; training camps, NGBs, local community, clubs (professional and local), international federations etc.)
- Partnership strategy for events and activities
- A communications strategy is written to reflect the Councils core principles.
- An event promotions strategy (covering media/ Customer/ events/ ticketing/ partnerships etc. at local, regional and international level, programming, courses, conferencing, catering services including restaurant, and café facilities etc.)
- The promotional strategy for the Facilities as a destination and brand.
- Delivery of Participation Targets in accordance with the Council's Outcomes and aims/ objectives within the Sports & Community Development Plan
- How the Operator shall work with the Council to minimise subsidies through innovative revenue generation.
- Offers a complete 'situation analysis' which shall include the following criteria:
  - Customer (current and potential)



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- market potential
  - market share
  - competitive activity
  - market penetration
  - product analysis
  - pricing policy
  - promotion analysis.
- Sets out measurable objectives giving recognition to the Council's aims, policies, procedures and the Council's Outcomes
  - Sets out a strategy which the Operator will follow to meet the objectives set out in the Marketing Plan
  - Sets out the actions that the Operator will adopt to achieve that strategy, including information on how specific target groups, that are under-represented among Customers, will be reached
  - Details the actions that the Operator will take as a result over the course of the year
  - Describes the evaluation methods the Operator will use to determine whether the Marketing Plan's objectives are being met and to review the strategy, tactics and actions being followed.

The Operator shall ensure that the Marketing Plan is submitted to the Council in line with the reporting process outlined in 1.19 *'Other Monitoring & Reporting'* and annually thereafter by no later than the 31<sup>st</sup> December, prior to implementation the following Contract Year to demonstrate how the targets will be achieved. The Operator may choose to follow the procedure for collecting Customer information within the National Benchmarking Service/CCLOE RBA Cards using independent consultants to gather the data.

The Operator shall ensure that compliance with the Marketing Plan is assessed annually.

### *Council Recognition and Branding*

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

The Operator shall ensure that the Council'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 Services. Equal prominence must be given to the Council and the Operator's logo.

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

The Facilities shall be referred to in all marketing and publicity as *'[Operator name] working in partnership with Redditch Borough Council'*.

### *Public Information*

The Operator shall ensure that the names and photographs of the Operator's Representative, Facilities Managers and other senior staff must be prominently displayed at all times, adjacent to the principal entrance to each of the Facilities in full view for all Customers.

The Operator shall ensure that at all times the Facilities is open to Customers there is always printed information available on the opening hours of the facilities, services, activities and prices (in the form of a

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centre directory as a minimum). The Operator shall ensure that such information on display and in publication or advertisement is up to date, accurate and attractively presented.

The Operator shall ensure that this information is also made available to all local Tourist Information Centres, the leisure and marketing departments of the Council, other sports facilities throughout the Borough, all public libraries and, where appropriate, to local clubs and organisations. The Operator shall co-operate in the distribution of various Council-sponsored promotional material, agreed with the Council's communications team.

The Operator shall ensure that no publicity material or notices are produced or displayed in hand written form.

### *Council and Community Promotions*

The Operator shall, from time to time, may be required by negotiation to support sport and leisure activities being run or supported by the Council either through cross-promotion, sponsorship, or as a presence at an event (e.g. local events and business awards)

The Council reserves the right to make use of appropriate space within the Facilities by agreement, free of charge, for promotional and publicity material as determined by the Council.

The Operator shall make provision for the display of promotional publications within the Facilities by agreement as determined by the Council's Representative, which are either directly produced or supplied by the Council.

The Operator shall provide wall and floor mounted display space within the Facilities as determined by the Council's Representative for promotion of wider leisure and sports activities, arts and tourism to aid the provision of information to the community.

The Operator 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 Council's Representative. The Operator shall ensure that club notice boards are clearly named, and that no information shall be displayed outside of the notice board area.

The Operator must ensure that no public information displayed is political in nature.

### *Third Party Advertising and Recognition*

Should the Operator wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing by the Council, and in particular before the third party's name can be displayed in the Facilities.. The council shall respond within 5 working days, unless advertising consent is required.

The Operator shall seek sponsorship for events and activities but shall obtain permission in writing from the Council's Representative in advance of any negotiations with the potential sponsors.

The Operator may, with the Council's prior written approval sell a limited amount of advertising space within the Facilities on an income share basis. The Operator shall not negotiate any agreement with any third party beyond the Expiry Date of the Agreement. Any agreement must comply with Advertising Regulations.

The Operator shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or causes embarrassment to the Council is used. The Council retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the Operator shall remove such material immediately. The Council accepts no responsibility for any loss incurred as a consequence of the removal of such material.

The Operator 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.

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When organisations who are themselves sponsored, wish to hire the facilities from the Operator, the Operator will obtain permission in writing from the Council's Representative before confirmation to the hiring organisation and their sponsors.

### *Media and Public Relations*

The Operator shall submit a forward plan of media opportunities to the Council's representative as part of the annual Marketing Plan and shall provide updates to this as part of the 6 monthly Performance Monitoring Report.

The Operator shall that a media policy is in place and agreed by the council The Operator 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).

The Operator shall ensure that any event which may negatively impact on the reputation of the Council is reported to the Council within one hour of the event occurring. Any statements issued to the media must be agreed approved by the Council.

### **Reporting Requirements**

The Operator shall ensure that a Marketing Plan is submitted for the Contract Review Meeting as per the initial submission date outlined in section 1.19 '*Other Monitoring & Reporting*'

## **1.18 Major Incident Reporting**

### **Required Outcome**

The Operator shall ensure the Council is aware of all major incidents and near misses. A major incident includes major accidents or incidents such as fatalities, severe injury (as defined by RIDDOR), assault on Customer, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, release of chlorine gas, industrial action, closure or any other issue likely to be of interest or concern to the Council and Customer. The Operator 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 communications are agreed with the Council before being released
- Ensure the Council 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 Council to respond competently to enquiries.

### **Performance Standards**

The Operator shall ensure that records of all incidents, accidents, near misses and actions taken are made available for inspection by the Council.

The Operator shall ensure that all major incidents at the Facilities are reported to the Council'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.

The Operator 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, 2013) or death or any other Emergency occurring at the Facilities, the incident is reported to the Council's Representative by telephone at the earliest opportunity (and within no more than one hour), followed by a full report by email

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or fax within 24 hours of the incident. Responsibility for notifying the enforcing Council under RIDDOR remains with the Operator.

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**

The Operator shall maintain an up to date log of all major incidents and severe injuries as defined by RIDDOR and their response to them.

The Operator shall ensure that within 48 hours following any emergency, a full account of the actions taken and the implications for future operations are provided by the Operator to the Council's Representative. In the event of the Council or its insurers wishing to undertake an investigation, then the Operator shall fully comply with any reasonable requests for information or staff attendance at such an inquiry.

The Operator shall provide a summary of all accidents and incidents occurring at the Facilities as part of the quarterly Major Accidents and Incidents Report for the Contract Review Meeting as per the initial submission date outlined in section 1.19 '*Other Monitoring & Reporting*'. The Operator 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 Quarterly Performance Monitoring Report.

### **1.19 Other Monitoring & Reporting**

#### **Required Outcome**

The Operator shall provide the reports as required by this Service Specification, and as agreed within the Annual Business Planning Process.

The Operator should be aware of the Freedom of Information Act and ensure that it can adhere to these requirements.

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

The Operator shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery. The Operator shall provide one overall

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Operator's Representative to be its authorised representative for the facilities operated on behalf of the Council. The Operator's Representative shall consult with the Council's Representative as often as may reasonably required by the Council for the efficient provision of the Services.

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

<b>ANNUAL REPORT / BUSINESS PLAN.</b>	<b>Submission Date</b>
<p>Annual Business Plan &amp; Quarterly Performance Report to include following sections as a minimum ;</p> <ul style="list-style-type: none"> <li>• Financial performance / savings requirements</li> <li>• Customer Service Plan – including complaints</li> <li>• Cleaning standards – customer feedback (6 monthly)</li> <li>• Community Development Plan</li> <li>• Grounds Maintenance</li> <li>• Fees and charges – including proposals for upcoming year</li> <li>• Marketing and Publicity</li> <li>• Events Management</li> <li>• Outreach working in partnership to targeted groups as specified</li> <li>• Opening hours and programming – proposals for change</li> <li>• Environment and Energy</li> <li>• Maintenance of Building, Plant and Equipment Plan</li> <li>• Compliance statements – Teckal etc</li> <li>• Staff development and training</li> <li>• Health and Safety</li> <li>• Safeguarding</li> <li>• Programmes of Use (6 monthly)</li> <li>• Concessionary use and protected bookings</li> <li>• Major Incident and Near Miss report (<i>To be submitted within 48 hours of incident or near miss</i>)</li> <li>• Performance Monitoring Report based on Measures framework</li> </ul> <p>The Quarterly Performance Monitoring Report that the Operator is required to submit shall be concise and provide a maximum one-page summary on each of the areas identified above and shall contain details of any failures to maintain the Performance Standards as set out in this Service Specification.</p> <p>Detailed Plans that are shown below and under the above section, will be submitted to RBC in line with the reporting requirement set out in the specification. Any changes should be reported via the above reports.</p> <p>Annex Inventory</p>	<p>Annual Business Plan submitted by 31<sup>st</sup> December each subsequent contract year, commencing 2019.</p> <p>First quarterly report submitted by the 31<sup>st</sup> of July 2019 and by the last day of each of the following quarterly reporting months:</p> <p>January April July October</p>

To underpin the annual and quarterly reports, the following plans will be submitted in line with the initial submission dates below and then reviewed annually thereafter.

<b>Plan Title</b>	<b>Initial Submission Date</b>
Customer Service Plan	1 <sup>st</sup> October 2019
Cleaning Schedule	1 <sup>st</sup> October 2019
Grounds Maintenance Schedule.	1 <sup>st</sup> October 2019
Community Development Plan	1 <sup>st</sup> April 2020
Repairs and Maintenance Plan	1 <sup>st</sup> April 19 & 1 <sup>st</sup> April 20
Fees and Charges Schedule.	1 <sup>st</sup> April 2019

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Event Management Plan	1 <sup>st</sup> April 2020
Marketing and Publicity Plan	1 <sup>st</sup> April 2019
Outreach plan	1 <sup>st</sup> April 2019
Programmes of Use Plan	1 <sup>st</sup> April 2019
Opening Hours Schedule	1 <sup>st</sup> October 2019
Equipment Inventory	N/A
Environmental and Energy Management Plan	1 <sup>st</sup> October 2019
Maintenance of Buildings, Plant and Equipment Plan	1 <sup>st</sup> April 2019 & 1 <sup>st</sup> April 2020
Compliance and Legislation Plan	1 <sup>st</sup> October 2019
Staff Training Plan.	1 <sup>st</sup> April 2019
Health and Safety Management Plan	1 <sup>st</sup> April 2019
Operating Performance and Financial Reporting.	1 <sup>st</sup> October 2019
Safeguarding Policy	1 <sup>st</sup> October 2019

### *Performance Measures*

In order to demonstrate achievements against the councils' Strategic purposes, a series of performance measures have been delivered to monitor performance. Unless otherwise stated, the following measures are required to be reported quarterly as part of the Performance monitoring report no more than ten days following the end of each contract quarter commencing from the date identified in the above table. The format of the measures will be determined by the operators own reporting mechanism in agreement with the council.

<p><b>To identify and break down barriers to accessing our Leisure &amp; Cultural facilities in Redditch</b></p> <ul style="list-style-type: none"> <li>• Annual Customer Satisfaction Survey outturn.</li> <li>• # of complaints received (by site and activity area).</li> <li>• # of customer forums undertaken and attendance.</li> <li>• Total number of visits (per service, per activity area, key programmes).</li> <li>• Total number of customer per target group (under 16's, over 60's, BME Groups, Disability)</li> <li>• Quest Scores (or Equivalent).</li> <li>• # Outreach projects.</li> <li>• Occupancy at outreach project</li> <li>• % occupancy (per activity area).</li> <li>• Trip advisor and Facebook review scores per quarter.</li> <li>• % of people who would re-visit the service (based on service sampling)</li> </ul>	<p><b>To connect communities in Redditch</b></p> <ul style="list-style-type: none"> <li>• % Visits Under 16's.</li> <li>• % Visits Over 60's.</li> <li>• % Visits Minority Groups.</li> <li>• % Visits Concessionary Card (25% &amp; 50%) (per site)</li> <li>• % of Voluntary / Community hours per site / activity area.</li> <li>• # Intergenerational activities</li> <li>• # Interracial activities</li> <li>• # Outreach programmes / diversionary activities targeting community safety issues.</li> <li>• # Educational activities</li> <li>• # of Targeted BME Sessions.</li> <li>• % of Programme allocated to BME sessions</li> <li>• # of Targeted Disability Sessions.</li> <li>• % of Programme allocated to Disability sessions</li> <li>• # of visits by armed forces personnel</li> <li>• % of programme by key customer groups.</li> </ul>
<p><b>To reduce social isolation and promote independent living in Redditch</b></p> <ul style="list-style-type: none"> <li>• Diversity of programming.</li> <li>• Total # of active Volunteers</li> <li>• # Work placements / Graduate offered</li> <li>• # Social prescribing referrals, % occupancy, # of sessions provided.</li> <li>• # GP Referrals, % occupancy, # of sessions provided.</li> <li>• # PSI / Mobility referrals, % occupancy, # of sessions provided.</li> <li>• # Facilities achieving dementia friendly status.</li> <li>• # activities delivered to support drug and alcohol dependency.</li> <li>• # Autism friendly activities.</li> <li>• # people attending site with physical disabilities.</li> </ul>	<p><b>To improve the physical and emotional wellbeing of Redditch residents</b></p> <ul style="list-style-type: none"> <li>• # hours given to support development activities.</li> <li>• # participants registered on Abbey Gold Scheme.</li> <li>• # of community events attended at local, county and regional level.</li> <li>• # of Referral pathways established to underpin service delivery.</li> <li>• # of Community groups supported to make sustainable. (Educational advice)</li> <li>• # of exit routes links established from existing programmes into other providers.</li> <li>• # of participants going through exit route pathway.</li> <li>• # of and type of placements offered to Looked after children.</li> </ul>
<p><b>To facilitate and support the future of Council</b></p>	

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<p><b>owned leisure and cultural facilities in Redditch</b></p> <ul style="list-style-type: none"> <li>• Operational Recovery rate.</li> <li>• Cost per visit.</li> <li>• Income.</li> <li>• Secondary spend per visit.</li> <li>• Cost Per Service. (per resident / per household)</li> <li>• Utility Consumption Costs.</li> <li>• % RA's completed quarterly.</li> <li>• % Statutory inspections completed quarterly.</li> <li>• Accident data Inc. trend analysis.</li> <li>• # RIDDOR reportable accidents.</li> <li>• # Enforcement notices served.</li> <li>• % of staff receiving induction within 72 hours of work.</li> <li>• % of staff with PDR's</li> <li>• % of staff with Performance Development Plans.</li> <li>• % Staff turnover</li> <li>• Number of days sickness.</li> </ul>	
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In relation to all current and future members, the Operator shall, for the purpose of performance management, ensure that customer's personal details are collected and recorded on computer records and that such processing is in accordance with the principles of the General Data Protection Regulations and Data Protection Act 2018.

### *Customer Research*

The Operator must demonstrate that it understands the attitudes and perceptions of customers and non-customers.

Regular market research and customer research activities are an essential part of this process, therefore regular customer satisfaction surveys will be undertaken.

The Operator shall present the outline of the results of all of the surveys on notice boards at each facility. The results should be displayed in graphical format.

It is expected that the Business Plan will include as a minimum; income and expenditure targets, pricing and programming review, participation targets, and marketing plans. The Annual Business Plan will compare the planned activities in the upcoming year with the actuals within the prior contract year

## **Part 1D – Facilities Performance Requirements**

### **1.20 Public Health Commissioning**

The Operator, subject to agreement, may be asked to provide services commissioned by Worcestershire County Council's Public Health and Wellbeing Department ("Public Health") to improve the health and wellbeing of the local population, for example, healthier communities, reducing obesity and narrowing health inequalities.

Any services commissioned by Public Health and provided by the Operator and partner agencies will be subject to a specific Service Level Agreement or appropriate comparable arrangement which outlines the outcomes that the Operator will be required to deliver, and the funding to be provided.

All sites should support health and wellbeing through the five ways to wellbeing (connect, keep learning, become physically active, take notice, give to others) for example, through the design of programmes that

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provide opportunities for people to come together and connect and learn while becoming physically active. These will be determined by the community profiles for each centre area.

The Operator will have health promotion display boards in each facility which will provide the opportunity to showcase public health campaigns and offer signposting into relevant services such as the Wellness Hub and the Falls and Wellbeing service.

The health promotion boards will also provide opportunities for local voluntary & 3<sup>rd</sup> sector agencies to advertise their programmes where applicable to health and wellbeing subject to the Operators approval.

The public health campaigns lead will provide information timely to the Operator to ensure that the boards stay up to date and in line with current public health campaigns.

The Operator will ensure that all sites promote healthy living and help people to make healthy lifestyle choices. The Operator will not provide or promote the use of sunbeds.

Subject to agreement, availability and appropriate funding the Operator will host and make available suitable space for health promoting activities, for example, mass participation events to promote health checks.

### **Performance Standards**

The Operator will achieve desired outcomes set in conjunction with the Council's Performance Dashboard and provide supporting narrative where appropriate.

### **Reporting Requirements**

The Operator will monitor their own performance as part of the service performance management framework procedures agreed with the council. This information shall be available to the council on request. The Operator will duly report on any further requirements of an SLA.

#### **1.21 Pricing Requirements**

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

The Operator's Pricing Policy shall 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 Operator's Pricing Policy to support delivery of the Council's Outcomes and meet the objectives of the Sports & Activity Development Plan.

The Council has set its pricing policy and details the parameters within it. (the "**Council's Pricing Policy**") for certain activities and Customer. The operator shall develop its own policy based up the key requirements of the service specification and submit it to RBC by no later than the 1<sup>st</sup> October 2019.

All prices will be reviewed annually by the parties to the agreement and may be increased by not more than 5% or the rate of inflation (as measured by the CPI), whichever is the greater. Increases above this level can be agreed between the parties, and pricing for "commercial events", long term or multiple bookings and event based activities can be set by the Operator and notified to the Council as part of its quarterly report.

The Operator may propose variations to these principles in the course of the annual pricing review, or otherwise through the Change Protocol, for the approval of the Council, which shall be entirely at the Council's discretion and will be confirmed in writing to the Operator. The Contactor must provide evidence and sound business reasons to support such variations including (for example) market research and benchmark comparisons both locally and nationally.

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

The Operator must not charge more than the prices (as adjusted through the annual pricing review) for the protected core activities or customer as set out in the Councils Pricing Policy without written consent



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of the Council or as agreed through the Change Protocol. The Operator is free to set the Operator's Pricing Policy which will include prices for the use of facilities that are not specified in the Council's Pricing Policy. Charges for facilities, activities and services outside those required by the Council such as corporate use and vending will be at the Operator's discretion provided they do not in any way inhibit the achievement of the Council's Outcomes

The Operator shall, and subject always to the Required Outcomes and Performance Standard above:

- Offer concessionary prices for specific groups and individuals as set out in RBC Concessionary Policy.
- Make use of pricing promotions to encourage increased use at all periods of the day reflecting work and cultural patterns in the community and demand on the Facilities.
- Make available a membership cards providing a discount off the price of standard activities.
- Give consideration where appropriate to the provision of concessions to participants on accredited talent development programmes, where such programmes entail particularly intensive individual use of facilities

***No charges shall be collected by the Operator in respect of services extending beyond the Contract Period other than those authorised by the Authority Representative during the last year of the Contract Period***

The Operator 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 Operator must ensure all prices are contained within the facilities website. The Operator shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

### **Reporting Requirements**

The Operator must provide proposals for prices of activities (as listed in the Council's Pricing Policy) annually to the Council for the Contract Review Meeting as per the initial submission date outlined in section 1.19 'Other Monitoring & Reporting'

The Operator must submit details of any failure to agree charges above 5% which is the required Performance Standards as set out above, as part of the quarterly Performance Monitoring Report.

### **1.22 Opening Hours**

#### **Required Outcome**

It is anticipated that the Facilities shall be accessible by the full community during the "Minimum Opening Hours".

The Minimum Opening Hours are deemed to be those operating hours as defined by the Council

The Operator shall note that the specific opening hours of the facilities shall not be subject to negotiation with the Council but can be reviewed and changes agreed as part of the Annual Business Planning Process.

Bank Holiday opening hours shall be agreed on an annual basis through the change protocol procedures.

Initially, the facilities shall be open in accordance with the current operating hours.

Outside of the opening hours an automated answering service should be provided and up to date information available on the Operator's websites/social media platforms.

#### **Performance Standards**

The Facilities must be available and open to the public for use during the Minimum Opening Hours.

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

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The Operator shall advertise all opening times on the relevant Facilities website and shall provide printed information on opening times and timetables for the Facilities activity programmes.

Where seasonal adjusted to opening hours or programmes are agreed these will be advertised no later than 60 days prior the adjustment being implemented.

Where appropriate the Operator shall agree with the Council closures of the Facilities, or any element therein, for the purposes of maintenance, in accordance Clause 15 (Condition of the Facilities) and with the agreed Schedule of Programmed Maintenance.

In event of closure of the Facilities, or part thereof, owing to unforeseen or emergency conditions, the Operator shall inform the Council's representative immediately (by telephone and followed up in writing as soon as possible and within a maximum timescale of one hour of the closure). Where this falls outside of normal council operating hours (9am – 5pm) or at weekends, the Operator shall inform the council by 9am the next working day. The Operator shall ensure the Customer are kept informed of the situation in accordance with the agreed Emergency Plan (see below).

The Council may require the Facilities to be closed for the purposes of emergency planning responses and may also require partial closure to take place during election processes. In the event of an election, the council are required to give a minimum of 4 weeks notice

The Operator shall provide an Emergency Plan to the Council for approval no later than 1<sup>st</sup> April 2019. In an Emergency, the Operator shall implement the agreed Emergency Plan and inform the Council of any Emergency as soon as practicable. Any updates should be incorporated into the Emergency Plan and re-provided to the Council on an annual basis by the 31 December of each subsequent Contract Year.

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 Facilities or bespoke usage patterns.

### **Reporting Requirements**

The Operator shall maintain a log of hours that the relevant Facilities/Part of the Facility is not open or available 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 Operator as part of the quarterly Performance Monitoring Report.

Any closure during council opening times (9am – 5pm), should be reported to the Council immediately and as a maximum within an hour of its occurrence. Outside of opening hours, the council will be informed by 9am the next working day,

### **1.23 Programming**

#### **Programmes of Use**

#### **Required Outcome**

The Council requires specified programmes to be provided during agreed time parameters to ensure that certain members of the community are able to access services and facilities.

Programmes should promote a a proportion of casual use within a balanced programme that meets the needs of the public, clubs, schools, and instructed development courses.

The Operator shall encourage greater use of the facilities 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.

The Operator shall provide a balanced Programme of Use to support community and club and to contribute towards the Council's strategic purposes.

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The leisure and cultural facilities should have exciting and diverse programmes to encourage use by all sections of the local community. The programmes should be responsive to new trends, encourage residents to try new activities and be flexible in their approach to respond to market demands.

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

The Operator will provide programmes that:

- Encourage use by young people during term time and holidays.
- increasing participation of the targeted groups at specific facilities to reflect the health benefits of physical activity.
- Reflects changes requested by the Council. Where there is an impact on income lines, this should be subject to negotiation between both parties.
- Encourage increases in participation attendances and volunteering.

The Operator will be required to analyse its customers to assess whether there are any sections of the community that are under-represented. Where there are groups that have a low participation at the centres or individual centre, programmes should be reviewed and updated to encourage use by these under-represented groups

The Operator shall record attendances from these priority groups and demonstrate increases in attendance and participation where applicable over the period of the contract.

The Operator is expected to promote player pathways from novice to elite performer.

The Operator shall provide a balanced Programme of Use to accommodate community, club and elite activity and to contribute towards the Council's Outcomes.

The Operator shall provide specific activities and sessions to meet the needs of specific Customers in accordance with the agreed Programme of Use and shall ensure that the programmes reflect the agreed annual Participation Targets

The Operator shall proactively monitor and manage the licences that are in place with key customers and shall ensure that the Council is kept up to date in terms of any changes.

The Operator shall honour any special events already agreed and confirmed prior to the Commencement Date, in accordance with the programming requirements, subject to full cost recovery.

The Operator shall submit details of any failure to honour any events, functions and hire arrangements that are pre-booked at the commencement of this Agreement as part of the Quarterly Performance Monitoring Report.

The Operator shall ensure that future Programmes, bookings and Performances will continue, where possible, to honour the established arrangements with identified clubs and organisations and enable the schemes to be expanded to meet demand.

The Operator shall ensure that each holiday programme will have places available for disabled young people, in accordance with Disability Discrimination Act requirements, and looked-after children subject to available resources.

### **Performance Standards**

The Programmes of Use should be dynamic, innovative and responsive to the requirements of Customers, including frequent or seasonal variations. The programmes should consider the various types of Customer and use to ensure that they are balanced, and target non Customers as appropriate

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The Operator 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 Customers.

The Operator and the Council shall work together to ensure that the programmes reflect the changing needs of the Customers. The programmes should evolve with changing needs and aspirations of Customers and the Operator must therefore work to identify new opportunities and discuss these with the Council.

The Operator shall ensure that future programmes 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 Sports & Activity Development Plan.

The Operator shall submit the initial proposed programmes to the Council for the Council's approval three months prior to the Commencement Date.

The Operator shall submit proposed programmes to the Council by 31 December each year for the Operator to implement in the following Contract Year. A significant change to the programme should only be made in consultation with the Council.

### **Reporting Requirements**

The Operator shall submit proposed programmes to the Council by 1<sup>st</sup> April 19 and, annually thereafter, by 31 December for the Council's comments and the Operator's implementation the following Contract Year.

A "Programme of Use Progress Update" must be provided to the Council on a six monthly basis as part of the Performance Monitoring Report.

The Operator shall submit details of any failure to honour any events, functions and hire arrangements that are pre-booked at the commencement of this Agreement as part of the Performance Monitoring Report.

### **1.24 Council programmes, usage and activities subject to separate agreements**

The Council and the Operator recognise that during the term of the Agreement, the Council (or entities that provide services on behalf of the Council) may wish to enter into agreements for usage, programmes and activities that are not envisaged in this agreement.

For the avoidance of doubt, the Operator will continue to support and where applicable provide and host those services on behalf of the council which it does currently. Where the council request additional activities, changes to programme, these will be subject to negotiated position being agreed based upon current income levels, usage patterns and attendances. Existing terms will apply.

### **Required Outcome**

The Operator will, in accordance with the relevant SLA provide support to these services in delivering specified outcomes, e.g Looked after Children.

The operator is expected to work closely with the Councils Development services and to provide 12 hours per week free use as a total across all facilities.

The Operator will support the operational delivery of these services for example programme bookings and promotion and work proactively with the council or commissioners to ensure that specified outcomes are achieved.

The Operator will report on the outcomes in relation to these services as part of its quarterly report to the Council.

The Operator is expected to continue to administer and honour the free use for County and National Sports people (FACs / FANs).

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### **Performance Standards**

The Operator will achieve desired outcomes and targets set in conjunction with the Council's Performance Dashboard and provide supporting narrative where appropriate

### **Reporting Requirements**

The Operator will provide a report to the Council quarterly for the Contract Review Meeting and as a section within the annual report.

### **1.25 Health and Safety Management**

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

### **Performance Standards**

The Operator must comply with all relevant health and safety Legislation 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 HSE publication "Management of Health and Safety in Swimming Pools"(www.hse.gov.uk)

The Operator shall comply with the guidance on child admissions to swimming pools within the CIMSPA's (or equivalent, as agreed with the Council's representative) swimming pool child admission policy for unprogrammed swimming.

The Operator shall not exceed the maximum occupancy numbers recommended by Sport England for any activity area.

The Contactor shall carry out regular review of risk assessments for the Facilities, which will be included in the Health and Safety Procedures Manual.

Any revision will need to be recorded and should there be by:

- a change in legislation
- 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 plant, building or premises is planned where new / revised arrangements for its safe use will be needed.

The Operator shall arrange for a competent person to complete annual fire risk assessments. The Operator shall review and update them whenever necessary. The Operator shall ensure that copies are available to all staff and for inspection by the Council at all times. The controls identified by the fire risk assessments shall be fully implemented by the Operator e.g. asbestos register

The Operator shall provide safe working procedures for all activities, equipment, cleaning, maintenance and rigging undertaken by staff.

The Operator shall have effective health and safety arrangements for the selection and management of sub-Operators. The Operator shall ensure that sub-contractors have the appropriate degree of competence to carry out the work safely and without risk to health. The Operator shall ensure that all staff, agents 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 and emergency procedure. This includes

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the relevant sections of COSHH assessments and the regular recording and “signing-in” of sub-Operators (permit to work system).

The Operator shall ensure that all surface water and other leak or spillage of liquid or dry material within internal areas causing dangerous floor surfaces is dealt with immediately on identification of the problem and warning signs erected as required.

The Operator 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 Council. The Operator shall provide and maintain defibrillators to the same standard of rigour. The Operator shall ensure that the Facilities have a minimum of one trained First Aider on each Site at any time and attend to public first aid requirements.

The Operator shall appoint a competent person to advise and assist the Operator in carrying out the measures needed to comply with health and safety law. The Operator shall also identify a member of staff at each of 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 competent training organisation.

The Operator shall display the names of the appointed first aiders in a prominent position on the wall in the reception area at the Facilities.

The Operator shall maintain a record of all training undertaken by staff with respect to health and safety, including details of the content of training. Regular ‘toolbox’ talks should be delivered as required.

The Operator shall include health and safety training in the new staff induction programme.

The Operator shall ensure that all signs relating to exits and fire exits are to the standards required by 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 Operator 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.

The Operator 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, e.g. fire instruction routes

The Operator shall ensure that all exit routes are regularly checked, cleared of rubbish, debris and obstruction and checked at least weekly for ease of exit.

The Operator shall ensure that regular testing and inspections are carried out in relation to Legionella and water safety including:

- Air conditioning
- Swimming pool water
- Showers, toilets and hot water systems
- Pest control

The Operator shall ensure that all staff are competent and adequately trained to undertake all health and safety responsibilities relevant to their individual roles and duties. The Operator shall keep full records of all relevant training and any PPE issued to staff.

In accordance with the provisions of the Health and Safety at Work etc. Act 1974 the Operator shall prepare a written health and safety policy statement (including the organisation and arrangements in place for carrying out the policy). The policy statement shall be revised as often as is appropriate.

The Operator shall ensure that all transferring and new employees receive a personal copy of the health and safety policy statement and understand its contents within seven days of their start of employment

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and that all employees have access to all other relevant documents concerned with the Health and Safety at Work Act. To this end the Operator shall issue all employees with access to all relevant documents.

The Operator shall submit a copy of

- the health and safety policy statement
- the record of the Operator's arrangements for the effective planning, organisation, control, monitoring and review of the measures required to comply with health and safety law.

Prior to use for employees, the Operator shall submit for approval the above document to the Council'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.

The Operator shall provide sufficient numbers of qualified employees to be present at all operating times at the Facilities to ensure the safety of employees, Customers and sub-contractors.

The Council retains the absolute right to instruct the Operator to close any facilities within the Facilities, immediately, in the interest of public safety.

In addition, the Operator shall supply to the Council's Representative, in line with the reporting procedures outlined in section 1.19 *'Other Monitoring & Reports'*, "Health and Safety Procedures Manual" setting out all health and safety procedures within each building prior to issue to all employees. A copy of this manual must be accessible to the Operator's employees in the relevant staff room and changing area.

Unless otherwise clearly the responsibility of the Council (as identified in the Asset Management Responsibilities Matrix), the Operator shall notify all defects to plant and equipment affecting the health and safety of employees, Customers and the Operator to the Council'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.

The Operator shall permit access at any reasonable time (including but not limited to the Minimum Opening Hours) to all areas of the Facilities by the Council'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.

The Operator shall set out the levels, types and quantities of protective clothing and equipment (PPE) to be provided for each building. The Operator 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 Operator and made available for inspection by the Council when required. PPE is a last resort and the Operator needs to ensure that any residual risks are eliminated.

The Operator shall at all times ensure compliance with maximum occupation levels for the Facilities as stipulated in the Operators Fire Risk Assessment and/or the Premises Licence.

The Operator 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 taking place.

The Operator shall control public throughput of the Facilities to a level which does not jeopardise the health and safety of Customers, reduce hygiene standards or compromise the provision of a quality service.

The Operator shall replace any removed or damaged notices and replace such notices within 24 hours.

The Operator shall submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and shall inform the Council's Representative in writing of any subsequent alterations necessary because of changes in Legislation, changes in the Facilities or improvements to the procedures. The Operator shall carry out practice evacuations at least every 6 months and maintain records of staff taking part and time taken for evacuation.

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The Operator shall ensure that in any case of snow or ice, such snow or ice will be cleared and the immediate entrance and public pathways leading to the Facilities sanded/gritted, including paths and exits/entrances to car parks and adjacent zebra crossings.

The Operator 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).

The Operator 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.

The Operator shall maintain comprehensive records of:

- All accidents, incidents and near misses involving staff, members of the public and Operators
- Evacuations and incidents occurring at the premises
- Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

The Operator shall ensure that any major RIDDOR reportable incident is reported to the Council within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided to the Council within 48 hours.

The Operator shall ensure that these records include details of any relevant actions taken/to be taken and shall be available to the Council's representative at any time.

The Operator shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place. The Operator shall ensure the Facilities' 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 and appropriate records kept.

The Operator shall ensure that electrical installations are inspected by a competent person at least every 3 years (12 months for wet establishments) and that the Operator complies with the recommendations in inspection reports relating to all category 1 and 2 hazards.

The Operator 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.

The Operator shall be responsible for ensuring that smoking is not permitted throughout the Facilities. . The following hygiene and safety standards and rules must be maintained and enforced within the Facilities by the Operator

The operator must maintain an up to date Planned Preventative Maintenance (PPM) Programme for each facility which contain details all of the compliance checks and servicing requirements and is available for inspection by the Authorities representative.

### ***Reporting Requirements***

The Operator shall report details of any accidents, incidents and near misses reportable under the RIDDOR regulations in the manner prescribed by the regulations. The Operator shall ensure that records of accidents and actions taken are to be made available for inspection by the Council. Any incident requiring evacuation will need to be reported whether planned, false alarm or actual emergency.

The Operator 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 Facilities site. A copy of this record shall be supplied by the Operator to the Council within 48 hours of receipt.



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The Operator shall provide a summary of all accidents and incidents occurring at the Facilities and a trend analysis and also submit Major Accidents/ Incident and near miss report within 48 hours of occurring.

The Operator shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Performance Monitoring Report as part of its quarterly and annual reports.

### **1.26 Access**

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

The Facilities, and all Zones within, must be accessible by all Customers and comply with Equalities Act 2010

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

The Operator shall ensure that the Facilities and all Zones within them, including the pitches, 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) so that each Zone is capable of performing its function and allows access with appropriate control, entrance to and exit from each Zone. The Operator shall ensure that the standards of each Zone are compliant with the individual access audit recommendations for each Facility.

The Facilities should be accessible by wheelchair Customers, support visually impaired Customers through its facility design and layouts and provide key information to disabled user through access guides.

The Operator shall effectively manage car park flow, access and safety, especially when any special events take place, to ensure no adverse impact on local residents and/or the local environment

The Operator shall ensure that all signage within the Facilities is clear and instructive and complies with health and safety guidelines and the Equality Act 2010 and any relevant planning restrictions. Ideally signage would be pictorial or include images within the overall concept.

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

The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the quarterly Performance Monitoring Report.

### **1.27 Legislation and Policy**

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

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***

The Operator shall ensure that there are no breaches of Legislation, including without limitation, that in respect of health and safety, data protection, child protection and the Equality Act 2010. The Operator shall also ensure that any relevant planning conditions attached to the Facilities are complied with.

The Operator shall operate an "Equality Policy" covering all activities and events.

The Operator 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 Facilities.

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In particular, the Operator 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, fire risk and precautions, and safeguarding requirements
- All surface water and other spillages 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 Council
- 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
- The Operator 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 Council
- There is a full and comprehensive fire and evacuation procedure. The Operator shall ensure each Facilities' 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.

The Operator shall comply with all relevant Council Policies as notified to the Operator from time to time in accordance with this Agreement

### **Reporting Requirements**

The Operator 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 Council's Representative.

The Operator shall provide an annual "Licenses and Legislation Compliance Report" to the Council by the 31<sup>st</sup> October 2019 and subsequently within two months following the start of each Contract Year.

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

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

#### **Required Outcome**

The following standards (as amended, updated or replaced from time to time) shall be complied with by the Operator. Should the standard change, the Operator shall comply with the most up to date legislation:

- CIBSE Technical Memoranda TM 13: 2013 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, BS EN 806-3:2006, BS EN 806-4:2010 and BS EN 806-5:2012 'Specifications for installations inside buildings conveying water for human consumption', and BS 8558:2011: 'Specification for design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages'
- Maintenance shall be in accordance with relevant Health and Safety Executive (HSE) guidance, including:
  - L8 "Legionnaires' disease. The control of legionella bacteria in water systems" Approved Code of Practice and Guidance 2013
  - HSG274 "Legionnaires' disease: Technical guidance"

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- And any subsequent amendments or revisions to the standards and guidance documents listed above.

The Operator shall ensure water temperatures are maintained at required standards so as to prevent the proliferation of legionella and other water-borne contaminants.

The Operator shall ensure the water system is maintained in accordance with the appropriate health and safety Legislation and standards.

The Operator shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.

The Operator shall ensure that water closets, drinking fountains and urinals have a supply of cold water, which allows these services to be usable in accordance with the manufacturers' specification.

The Operator shall ensure that free drinking water is available at the Facilities.

The Operator shall undertake bacteriological testing of the hot and cold water systems in accordance with the Legionella Risk Assessment

The Operator shall meet the following standards:

Water temperature (showers)	35 - 43 degrees C	Degrees Centigrade Where no thermostatic mixers are installed, cold water to be supplied no warmer than 20 degrees C and hot water to be supplied no cooler than 50 degrees C at the tap outlets
Water temperature (hand washing)	35 - 43 degrees C	Degrees Centigrade. Where no thermostatic mixers are installed, cold water to be supplied no warmer than 20 degrees C and hot water to be supplied no cooler than 50 degrees C at the tap outlets
Drinking water	Dry & Wet Changing / Catering & Vending areas – drinking water available  Health & Fitness suite - chilled water available	Either mains fed or via accessible water coolers

### **Reporting Requirements**

The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the quarterly Performance Monitoring Report.

Any analysis detecting legionella shall be reported to the Council within 2 working days and immediate action taken to rectify the issue(s).

### **1.29 Drainage**

#### **Required Outcome**

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. The drainage systems above ground shall be maintained in accordance with the appropriate health and safety Legislation and standards.

#### **Performance Standards**

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The Operator shall ensure that requirements in building regulations are complied with for foul and surface water drainage.

The Operator shall ensure that all relevant Zones within the Facilities have an adequate drainage and sewage system operating.

The Operator shall ensure that discharge temperatures do not exceed recommendations set by the Environment Agency.

The Operator shall undertake regular testing and visual inspections of the drainage systems.

### ***Reporting Requirements***

The Operator shall ensure that results of all non-compliant measurements are entered in the Property Database, logged on the Help Desk and reported to the Council.

The Operator 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.

### **1.30 Ventilation**

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

The Operator 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. The Operator shall ensure that the ventilation system is maintained in accordance with appropriate health and safety Legislation and standards.

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

All relevant Zones shall have adequate ventilation in accordance with the minimum following standards or where a variation is proposed it must be agreed in writing by the Council in advance:

- > 3 Air changes per hour in all areas, apart from:
  - Pools & Pool Viewing Areas - 5 - 9 changes per hr
  - Staff, Dry, Outdoor, Wet Changing – 10 - 12 changes per hr
  - Toilet Facilities > 6 changes per hr
  - Sports Hall Multi-Use – 1.5 – 3 changes per hr
  - Multi-Purpose Activity Room > 6 changes per hr
  - Health & Fitness Suite - 10 -12 changes per hr
- Air changes based on mechanical ventilation.
- Where no mechanical ventilation installed, fresh air ventilations should be provided.

Ventilation rates shall be calculated according to CIBSE and BRE guidance.

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

The Operator shall ensure that results of all non-compliant measurements are entered on to the Property Database and reported to the Council.

The Operator 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.

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### 1.31 Heating (Thermal Comfort)

#### **Required Outcome**

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. To ensure the heating system is maintained in accordance with the appropriate health and safety Legislation and standards.

#### **Performance Standards**

The Operator 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.

The Operator shall measure and check to ensure that the inside temperature for each Zone within the Facilities during the Minimum Opening Hours shall meet the following standards:

- Temperature >16 degrees centigrade in all areas
- If temperature controlled:
  - 19-21 degrees in all areas, except for:
    - Pools & Pool Viewing Areas - 1degree > main pool water temp
    - Wet & Dry Changing 20 - 25 degrees C
    - Health & Fitness Suite 15 – 18 degrees C
- Humidity 50-70%.

The Operator 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.

The Operator 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**

The Operator shall ensure that results of all non-compliant measurements are entered onto the PPM Property Database and reported to the Council.

The Operator must submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

### 1.32 Lighting

#### **Required Outcome**

To provide adequate levels of lighting for the particular activity being undertaken within each Zone within the Facilities. The Operator shall consider switching off lighting banks parallel to windows, and adopting energy management control systems such as time switches, dimmable controls, and presence detectors. To ensure the lighting system is maintained in accordance with appropriate health and safety Legislation and standards. To address particular requirements of special needs groups for less powerful lighting.

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### **Performance Standards**

The Operator shall ensure that each Zone within the Facilities has a lighting (lux) level appropriate to its specified use. The following standards shall be met by the Operator:

- Lighting in respect of minimum luminescence, colour rendition and glare index as specified below
- 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
- BS 5266-1:2005 'Emergency lighting. Code of Practice for the Emergency Lighting of Premises'.

The Operator shall ensure that external lighting is provided for security purposes.

The Operator shall ensure that light source efficiency is better than 2.7 W / m<sup>2</sup> / 100 lux except where justifiable.

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

### **Reporting Requirements**

The Operator shall ensure that results of all non-compliant lighting level and uniformity ratio measurements are recorded on the Property Database and reported to the Council.

The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the quarterly Performance Monitoring Report.

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

#### **Required Outcome**

Swimming Pools that provide Customers with a safe and comforting environment in which to participate in both swimming and water sports as required in this Services Specification. To ensure the Swimming Pools are maintained in accordance with the appropriate health and safety legislation and standards.

#### **Performance Standards**

The Operator shall ensure that the following standards are complied with

- 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 The Management of Health & Safety in Swimming Pools
- Pool Water Treatment Advisory Group – Swimming Pool Water Treatment and Quality Standards.

Code of Practice for The Management and treatment of swimming pool water. Pool Water Treatment Advisory Group

Directive 2006/7/EC of the European Parliament concerning the management of bathing water quality.

The Operator shall ensure that all pool water is of the level of quality and temperature stipulated within the following:

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Pool Water temperature (centigrade)	Main Pool 27 – 29 Learner/ Teaching Pool 30 – 32 Jacuzzi./ Pool/ Spa – manufacturers guidelines Water Slide/ Flume – 27 - 29
Pool Water temperature following backwash (centigrade)	Main Pool 26 – 29 Learner/ Teaching Pool 29 - 32

The Operator shall ensure that the pool water is maintained in a 'balanced' condition. The Operator shall ensure that a balanced water test is taken 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.

The Operator 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 before the pools are brought into use. The Operator shall ensure that complete records are kept of all readings, date, time and type of test. These shall be available for inspection by the Council's Representative at any time.

The Operator 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 shall be complied with by the Operator at the Facilities unless stated otherwise in the manufacturer's guidelines. Standards shall be maintained in line with the up to date CIMSPA recommendations and industry standards.

In the event of more stringent standards being set by the EU Directive, CIMSPA, PWTAG, and/or the Health and Safety Executive during the Contract Period, the Operator shall adhere to these more stringent standards. The Operator shall not use different chemical constituents to maintain the above standards without the prior approval in writing of the Council's Representative.

All relevant Zones shall have adequate pool water quality in accordance with the following:

pH value	7.2 - 7.8
Alkalinity	120 – 180 mg per litre
Calcium hardness	150 – 200 mg per litre
Total Dissolved Solids	1500 – 2000 mg per litre
Free Chlorine	<1 mg per litre
Sulphate	<360 mg per litre
Clarity	Bottom Visible
Total coliforms	<0 per 100ml
Faecal coliforms	<0 per 100ml
Pseudomonas	<0 per 100ml
Total visible count @ 22 C	< 100 per ml
Total visible count @ 37 C	< 20 per ml

### **Reporting Requirements**

The Operator shall report inspections and results of all non-compliant measurements on the Property Database. The Operator shall ensure that non-conformance is reported to the Council within 48hrs of being aware of the issue.

The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report, this will include the cause of the issue, actions taken and any additional works required. .

### **1.34 CCTV and Security**

#### **Required Outcome**

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

### ***Performance Standards***

Where provided, CCTV shall be maintained according to the manufacturer's specification and operated in line with a system that provides a safe level of security to Customers during their visit but which does not compromise the personal privacy of Customers.

The Operator shall ensure compliance with General Data Protection Regulations and will ensure a privacy notice is visible to the Customers. The operator will be responsible as the data controller.

The Operator 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.

The Operator shall utilise the security systems installed or provided at the Facilities and shall be fully responsible for its proper maintenance and function. In the event of any alarms or security devices or radios being removed or becoming non-operational or non-maintainable, the Operator shall replace the same with a suitable alternative or security device approved by the Council's Representative.

The Operator shall ensure that all external and internal fully operational CCTV security cameras as part of the security system are operational within the Facilities.

The Operator 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 Council's Representative is obtained.

The Operator shall be responsible for the safe keeping of any keys to the Facilities and the maintenance of a key register. The Operator shall ensure that a list of key holders, together with their addresses and telephone numbers is supplied to the Council and the Police before the Commencement Date. The Operator shall update the list whenever changes are made and at least quarterly.

The Operator shall supply a list of names, addresses and telephone numbers of members of the Operator's staff who are on a 24 hour call out contact to the Council, Police, and alarm companies prior to the Commencement Date. This list shall be immediately up-dated by the Operator as circumstances require on the appointment of, resignation of etc. or change to any member of staff on the list.

The Operator shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g. water treatment and boiler rooms.

The Operator shall ensure that a zoned intruder detection system in order to enhance the security of the Facilities is fully operational. The Operator 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 Operator shall ensure that each keyholder is given a unique password and that these passwords are changed on a regular basis.

The Operator is responsible for the total security system and its maintenance and shall retain and utilise the existing system.

The Operator shall ensure that appropriate out of hours keyholders are appointed to respond to intruder alarms.

### ***Reporting Requirements***

The Operator shall report inspections and record the results of all non-compliant measurements on the Property Database and to the Council.

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



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### 1.35 Staffing

#### Required Outcome

The Operator shall ensure that as a minimum, staffing levels are appropriate to the size of the Facilities, the activity and legislation and is delivered by suitably trained personnel.

The operator shall within its Normal Operating Procedures and Emergency Action Plan set minimum staffing numbers to be met for the safe operation of the facilities.

In respect of all staff employed or seeking employment, the Operator shall comply with the provisions of all relevant employment legislation including Equal Opportunities, the EU Working Time Directive and the National Living Wage and the principles of the Workforce Code and any subsequent amendments thereof. These are further specified in the Contract.

The Operator shall have recruitment procedures to ensure that all prospective candidates are given equal consideration for available positions. The Operator shall set out its approach to recruitment and demonstrate how it ensures all equal opportunities legislation is adhered to.

The Operator shall support the placements of work experience students across the Facilities. The Operator shall ensure they have full procedures in place for the organisation of work experience students and that there is a responsible adult to whom the students can refer at the Facilities. Any work experience students or trainees shall always be additional to the agreed establishment, working alongside existing staff.

The Operator 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.

#### Performance Standards

The Contractor shall ensure that as a minimum, staffing levels are appropriate to the size of the Facility, the activity and delivered by suitably trained personnel.

The Contractor shall ensure compliance with the guide “Managing Health & Safety in Swimming Pools” dated 1999 and the subsequent Local Council Circular supplement note dated 2005. The Contractor to ensure that Lifeguards are trained and competent and that these individuals attend regular ongoing monthly training.

The Contractor shall ensure compliance with Governing Body requirements where practicable with respect to staffing.

The Contractor shall ensure compliance with the relevant requirements of the local OFSTED registration requirements, the Council 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 Plans.

The Contractor shall ensure that appropriately qualified persons or sub-consultant companies carry out all maintenance works.

The Contractor shall ensure that reception desks are appropriately staffed at all times the Facility is open to the public. Reception staffing levels and access control procedures at times of peak demand shall be such that Customers are able to gain access without unreasonable delay.

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. 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.

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

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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.

The Contractor is encouraged to offer apprenticeships and work experience in the Facility to local residents.

The Contractor shall appoint an overall contract manager to be its Contractor's Representative. The Contractor's Representative shall consult with the Council's Representative as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings on a regular basis.

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.

The Contractor shall maintain detailed training records to include attendance at lifeguard training sessions.

### **Reporting Requirements**

The Contractor shall submit to the Council for information by the 1<sup>st</sup> October 2019 a skills matrix and training plan for all existing staff and any proposed additional staff.

The Contractor shall as part of its annual report submit to the Council resubmit the skills matrix and training plan for the Council's information and comment. .

### **1.36 Working with external stakeholders**

#### **Required Outcome**

The Operator will develop and maintain effective relationships with relevant organisation/agencies in order to meet the objectives of the business plan, the Councils Strategic purposes and to open up new markets for the delivery of services. .

#### **Performance Standards**

The Operator will attend Redditch Partnership meetings and develop effective relationships with the following organisations (examples only);

- Wellness Hub
- Worcestershire County Council Public Health
- County Sports Partnership and National Governing Bodies
- Arts in Redditch
- Arts Council
- Smoke free Worcestershire
- GP's
- Clinical Commissioning Groups
- Natural England
- Older Peoples Forum
- Community Voluntary Service
- Early Help
- Schools
- Social Care Services (Adult and Childrens services)
- Youth Mutual

### **1.37 Community Development**

#### **Required Outcome**

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Community Development is an important tool in achieving greater usage from under-represented groups. In particular, the development of physical activity focuses on encouraging individuals and/or groups who may be disadvantaged in some way to take part in sports, cultural, physical activity to become healthy.

The Operator acknowledges the importance of Community Development and shall prepare an annual Development Plan as part of the business planning cycle in light of this for approval by the Council's Representative and implementation by the Operator.

The Community Activity Development Plan shall closely reflect the Council's Priorities & Strategic Purposes and take account of the needs of the district to include appropriate provision of coached sessions/ links between centres and clubs, active promotion of healthy lifestyles, links to schools, universities and partnerships with appropriate organisations.

The Operator shall ensure that the Community Activity Development Plan also demonstrates effective and sustainable improvements on issues such as improving health and tackling health inequalities, increasing community safety, raising attainment and promoting social inclusion. This will involve the Operator working in partnership with various local and regional organisations (including UK Government, Sport England, Arts UK, Public Health England,) to identify issues and agree priorities.

### **Performance Standards**

The Operator shall identify where it will work with the Council within and beyond the Facilities to address the Council's key objectives and aid the delivery of the Council's Outcomes. In particular:

- (a) The Operator shall ensure that a Community Development Plan is developed and implemented, setting out in detail how programmes will support increased participation and opportunities for progression across the community, with particular reference to those priority groups identified by the Council from time to time. The Operator shall ensure that the plan is submitted to the Council for approval in line with the reporting process outlined in 1.19 '*Other Monitoring & Reporting*'. and then, annually thereafter, by 31 December for implementation the following Contract Year
- (b) Implementation of the Community Development Plan will be led by a designated and suitably experienced member of staff, appointed by the Operator in consultation with the client
- (c) Programmes of activity will respond to the Council's objectives and key outcomes, and be flexible to accommodate future changes in local demographics and participation trends
- (d) Programming will reflect a clear philosophy on Sports, Arts and wellbeing development and equity informed by current guidance from appropriate agencies.

The Operator shall ensure that the Community Development Plan includes specific provision for:

- (a) Programmes to promote and increase participation in sports and physical activity, and Arts and Cultural activities and thereby improve the health and wellbeing of the community. Programmes of activity will be accessible to all members of the community, and active measures will be taken to include those who may be constrained by economic, social or physical factors
- (b) Structured and comprehensive programmes for skills development at a range of levels from introductory to elite performance, consistent with the principles of long-term athlete development and with recognised sport's governing body frameworks where appropriate and creating a pathway to participation to established local clubs and societies.
- (c) Innovative approaches to programming and services, with particular regard to the range of activities and forms of delivery
- (d) Linkages and participant pathways between community, educational, health and leisure provision, and between local, regional and national organisations, as appropriate
- (e) Active collaboration with relevant sports clubs, governing bodies, statutory authorities and community organisations both to directly strengthen local opportunity and to develop organisational capacity, particularly in accredited local sports clubs and associations. Such collaboration will be framed at all

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times by relevant accreditation and recognised good practice, particularly in relation to child protection, club organisation and volunteer qualification.

- (f) Flexible and responsive pricing strategies which balance financial parameters with leisure and cultural outcomes, and particularly for example:
- Capture opportunities for programme developments at under-utilised times or in under-utilised spaces
  - Materially change consumer behaviour, for example through the provision of low-cost opportunities to key groups
  - Support wider partnership working through reduced hire fees or preferential bookings to meet the objectives of the partnerships or key local community groups/organisations
- (a) Relevant research and promotion to ensure that the services and opportunities provided are related to community needs and aspirations and are effectively communicated to that community. This includes, but is not limited to, the effective use of information displays within the Centre and effective liaison with community and statutory organisations

The Operator shall ensure that progress against the Community Development Plan is reported on a quarterly basis.

Where such reports indicate that no significant progress is being made, or that a relevant development opportunity may be more effectively captured by the Council acting directly or in collaboration with other agencies, it may require the Operator to provide programme-time and operational support on a marginal cost basis (i.e., direct material or additional staff-costs, or actual income foregone) to allow relevant initiatives to be undertaken. Such programme-time may not however exceed eight (8) facilities-hours per week or 200 facilities-hours per annum, may not conflict with a prior booking commitment or demonstrably significant regular use.

### ***Reporting Requirements***

The Operator shall ensure that the Community Development Plan and programmes are provided to the Council by the 1<sup>st</sup> April 2020 and, that an update section on this matter is included within the annual report for implementation the following Contract Year.

The Operator shall ensure that a Community Development Plan progress Update is provided to the Council for the Contract Review Meeting as per the initial submission date outlined in section 1.19 *Other Monitoring & Reporting* The Operator shall submit a log of all instances where the programme was not met or failures to deliver the Performance Standards as part of the Performance Monitoring Report.

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Authority Pricing Requirements

CORE PRICES (Protected by the Authority)

Table 1 Core prices (inclusive of VAT)

<b>Facility &amp; Activity</b>	<b>Peak Rate (£)</b>	<b>Off Peak rate (£)</b>
<b>Gym Sessions</b>		
<b>Adult session</b>		
<b>Junior session</b>		
<b>Senior session</b>		
<b>Disabled session</b>		
<b>Fitness Classes</b>		
<b>Dry</b>		
<b>Wet</b>		
<b>Racquets</b>		
<b>Badminton</b>		
<b>Table Tennis</b>		
<b>Swimming</b>		
<b>Adult session</b>		
<b>Junior session</b>		
<b>Senior session</b>		
<b>Disabled session</b>		
<b>Museum Entry</b>		
<b>Adult</b>		
<b>Junior</b>		
<b>Senior</b>		
<b>Community Centre Hire Charge (Per Hour)</b>	<b>Small Hall</b>	<b>Main Hall</b>
<b>Voluntary Rate</b>		
<b>Standard 1</b>		
<b>Standard 2</b>		
<b>Standard 3</b>		
<b>Function</b>		
<b>Palace Theatre</b>		

Definitions

Junior = 0-15yrs

Adult = 16-59

Senior = 60+Yrs (those in receipt of Pension Credit (Guaranteed Element))