



Leisure Management Contract

Services Specification

(Appendix 8 of The Leisure Operating Contract)

Version 1.0

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1 INTRODUCTION

1.1 Background

- 1.1.1 This Services Specification sets out the required Standards and Reporting Requirements that the Operator shall meet during the Contract Period. It details the requirements that the Operator shall meet for the operation of the Services and Facilities specified within this Schedule throughout the Contract Period.
- 1.1.2 The Services Specification forms a Schedule of the Leisure Operating Contract and shall be legally binding.
- 1.1.3 The structure of this Services Specification is set out as follows:

Section 2 – General Core Requirements

- Strategic Priorities and Contribution to wider local Strategic Outcomes
- Facilities Management
- Active Communities
- Investment Fund and Solution
- Partnership Philosophy and Governance
- Management Fee
- Asset Management
- Utilities Costs, National Non-Domestic Rates and Business Improvement District Levy
- Environmental and Energy Management
- Managing Performance against Strategic Priorities
- Quality Management
- Social Value

Section 3 – Service Requirements

- Active Communities
- Opening Hours
- Access
- Customer Experience
- Programming for All
- Pricing
- Staffing and Skills Development
- Safeguarding
- Equalities
- Cleaning and Housekeeping
- Catering and Vending
- Marketing, Research and Communication
- Data and ICT Management
- Health and Safety Management
- Major Incident Reporting

Section 4 – Asset Management Requirements

- Asset Management Capital and Revenue Funding
- Building Maintenance
- Statutory/Mandatory Inspections
- Maintenance and Replacement of Equipment
- Grounds Maintenance
- Environmental and Energy Management
- Legislation and Policy
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating (Thermal Comfort)
- Lighting
- Pool Water Quality
- CCTV and Security

Section 5 – Performance Management and Reporting

- Planning to Improve (Service Planning)
- Meetings and Reporting

- 1.1.4 This Services Specification applies the following structure to each element of the Services described in Section 3 – Service Requirements, Section 4 – Asset Management Requirements and Section 5 – Performance Management and Reporting.

Overall Requirement

Provides the Operator with a high-level summary of the overall requirement for each element of the Services.

Performance Standards

Provides a list of standards that set out the required level of performance that the Operator shall meet, and which will determine whether the Operator is meeting the Council's requirements. The Operator must meet these standards if the Services Specification is deemed to be achieved.

Reporting Requirements

Provides details of the reporting requirements that the Operator shall meet in relation to each element of the Services.

1.2 Measurement

- 1.2.1 The Operator's performance shall be measured in accordance with Clause 19 (Performance Monitoring) of the Contract. Monitoring of the Services and categorisation and reporting of Performance Failures shall be carried out in accordance with Schedule 5 (Payment and Performance Mechanism) of the Contract.

1.3 Reporting

- 1.3.1 The Operator is obliged to report on its own performance in accordance with this Services Specification.

2 GENERAL CORE REQUIREMENTS

2.1 Introduction

- 2.1.1 This section sets out the general core requirements of the Services Specification. The general core requirements underpin the more specific requirements and standards for service delivery and asset management that are described in Sections 3 and 4.

2.2 Strategic Priorities and Contribution to wider local Strategic Outcomes

- 2.2.1 The Operator shall provide Services that contribute to the Council's Strategic Priorities as set out in its Council Plan 2019-23:

Key Objective: *Enhancing the quality of Stratford-on-Avon as a place* and the ambition to improve the health and wellbeing of all residents.

Key Objective: *Responding to the climate emergency* and the ambition to reduce our carbon footprint and emissions as a District and as a Council.

- 2.2.2 The new Leisure Management Contract will incorporate the main outcomes from the Council's Active Communities Strategy 2019-2024 ('the Strategy'), which was endorsed by Cabinet in December 2018. The Strategy includes a vision:

"Get Stratford District Active"

- 2.2.3 The Strategy has three main strategic themes:

1. Encouraging active communities to improve health and wellbeing. To increase participation in physical activity through the facilitation and delivery of sustainable opportunities for local communities
2. Enhancing and sustaining facility provision. To ensure a sufficient level of provision is available at the District Council leisure centres and open spaces for individuals to participate in formal and informal physical activity
3. To raise the profile of sport and physical activity. To promote, champion and support physical activity opportunities to local communities to encourage health and wellbeing. Including effective partnership work, signposting and promotion of the offerings available to local communities. To build on the public enthusiasm for, and legacy of, the 2022 Birmingham Commonwealth Games as a springboard in encouraging more residents to be active and participate in sport.

- 2.2.4 The following priority groups in Stratford-on-Avon District ('the District') are a key focus for this Strategy due to local and national priorities:

- Older People
- Women & Girls
- Children & Young People
- People with Disabilities (including physical, sensory and learning disabilities and people with mental health conditions).

- 2.2.5 The Operator shall contribute to wider local Strategic Outcomes, in particular, the following recommendations as set out in the Joint Strategic Needs Assessment (JSNA):

- Ensure services plan for the growth in population aged 65 and over
- Promote healthy lifestyles, including physical activity, diet and safe alcohol consumption to reduce risk factors for long-term diseases
- Increase opportunities for social connections across all age groups, particularly for those with limited access to transport or where a lack of community venues may limit opportunities for social contact
- Increase the range of opportunities for physical activity including safe walking and cycling routes, use of parks and green spaces and community-based activities, including provision that will appeal to young people, men and older people.

2.2.6 It is recognised that over the life of the Contract, the Strategic Priorities may require updating or replacing and it is envisaged that the Operator will play a key role in the process, working in partnership with the Council.

2.3 Facilities Management

2.3.1 Table 1 below shows the Facilities that are included in the Contract and are to be managed by the Operator in accordance with this Services Specification.

Table 1: Outline of the Facilities

Stratford Leisure Centre	
Facility	Description
Main Swimming Pool	33m, 6 lanes
Teaching Pool	12m, 3 lanes
Sports Hall	8 courts
Fitness Gym	85 stations, health suite
Exercise/Dance Studios	13m x 7m, 10m x 10m, 11.5m x 5.5m
Ancillary Facilities	Café, retail area
Artificial Turf Pitches/3G Pitches	3 x small floodlit 3G ATP (36m x 18m); 1 x small floodlit sand-filled ATP (36m x 18m)
Climbing Wall	Clip 'n Climb
Dry Changing Areas	Yes
Wet Changing Areas	Yes
Conference Rooms	Meeting room, 200 capacity
Car Parking	250 capacity (Council operated Pay and Display)
Studley Leisure Centre	
Facility	Description
Swimming Pool	20m, 4 lanes
Sports Hall	4 courts
Dry Changing Areas	Yes
Wet Changing Areas	Yes
Car Parking	4 disabled bays
Southam Leisure Centre	
Facility	Description
Swimming Pool	25m, 4 lanes
Fitness Gym	60 stations, health suite
Exercise/Dance Studio	19m x 14m
Ancillary Facilities	Retail area
Changing Areas	Yes
Car Parking	35 capacity (including 3 disabled bays)
Shipston Leisure Centre	

Facility	Description
Swimming Pool	25m, 5 lanes
Fitness Gym	30 stations
Ancillary Facilities	Retail area
Dry Changing Areas	Yes
Wet Changing Areas	Yes
Car Parking	30 capacity (including 4 disabled bays)
The Greig Leisure Centre, Alcester	
Facility	Description
Sports Hall	4 courts
Fitness Gym/Core Studio	50 stations
Exercise/Dance Studio	10.4m x 8.7m
Squash Courts	2 courts
Outdoor MUGA	40m x 18.5m
Dry Changing Areas	Yes
Car Parking	47 capacity (including 5 disabled bays)
The Pavilion, Recreation Ground, Stratford-upon-Avon	
Facility	Description
Dry Changing Areas	4 changing rooms with showers
Kitchen Facilities	Sink and cupboard
Additional Areas	Referee room
Car Parking	378 capacity, disabled ramp access from car park

2.4 Active Communities

- 2.4.1 The Operator shall deliver the Council's Active Communities Strategy 2019-2024 (and any future Strategy) in partnership with the Council's Active Communities Team (or equivalent) throughout the Contract Period. The required outputs of the Active Communities Programme are shown in Table 2 and shall be delivered within leisure facilities and through outreach programmes.

Table 2: Active Communities Programme

Required Outputs
<ol style="list-style-type: none"> 1. Use physical activity as a cross-cutting tool to contribute to the Council's wider strategy (e.g. health and wellbeing, anti-social behaviour). 2. Increase the number of people participating in physical activity both within leisure facilities and through outreach programmes. 3. Reduce the number of people who are classed as 'inactive' (participate in less than 30 minutes physical activity per week) both within leisure facilities and through outreach programmes. 4. Use physical activity as a means of promoting health and wellbeing.

- 2.4.2 The Active Communities Programme shall be delivered in partnership with the Council's Active Communities Team and strategic partners including Think Active, Clinical Commissioning Groups (CCGs), National Governing Bodies for sports, local charities, clubs and other services such as Public Health, Education, Children and Youth Services and Adult Social Care.

2.5 Investment Fund and Solution

- 2.5.1 The Council has an investment fund of up to £4 million available for the Operator to use on service improvements at the Facilities to deliver the Council's Strategic Priorities and improve the revenue position of the Contract.
- 2.5.2 The Operator shall make clear the total capital sum required and it is a prerequisite that this amount is drawn down within 18 months of the Commencement Date. The Operator will be required to repay their selected capital sum over 10 years (or a lesser period, if requested by the Operator, which will become the term of the repayment) at an annual flat interest rate of the Bank of England base rate plus 3.5% (the base rate being the prevailing rate when the term of the repayment is agreed).
- 2.5.3 The full amount of the funding together with interest must be paid notwithstanding any early termination of the Contract (for whatever reason).
- 2.5.4 Bidders will be asked to supply proposals for utilising the fund and the successful Operator will be required to fully implement the agreed investment solution.
- 2.5.5 Failure to comply with the repayment terms will constitute an Operator Default in accordance with the Contract.
- 2.5.6 The Operator must demonstrate return on investment to the Council such that any proposal complies with state aid rules. The Operator must provide unambiguous written advice from a reputable independent solicitor or barrister confirming that any proposal is state aid compliant.
- 2.5.7 The Operator will repay the funding to the Council together with the management fee to give an overall payment to the Council.

2.6 Partnership Philosophy and Governance

- 2.6.1 The Council is seeking to establish a partnership philosophy with an Operator based on the following principles:
- Mutual respect
 - A shared vision and operational philosophy
 - A shared commitment to increasing participation in sport and physical activity and championing inclusivity in the District, particularly amongst identified under-represented groups including disabled people
 - Proactive collaboration and cooperation
 - Partnership working with key public, private and third sector organisations involved with enabling and delivering opportunities to promote health and wellbeing and increased physical activity participation
 - Effective and regular communication and reporting
 - A proactive approach to identifying new opportunities to develop or enhance the Services and issues affecting service delivery.
- 2.6.2 The Operator shall commit to the Partnership Philosophy and recognise the importance of working collaboratively with the Council in delivering the Services.
- 2.6.3 The Partnership Philosophy shall be delivered and governed through the establishment of a Strategic Partnership Board made up of key representatives from the Council and the Operator.
- 2.6.4 The aim of the Strategic Partnership Board is to provide strategic oversight of the Contract at a

senior level and to provide clear direction to the operational team on delivery of the Services.

2.6.5 The Strategic Partnership Board shall be established within one month of the Commencement Date and shall consist of the following representatives:

- Elected Member Portfolio Holder (Council)
- Head of Service (Council)
- Contract Manager (Council)
- Operations/Regional Director (Operator)
- Regional/Area Contract Manager (Operator)
- Contract Manager (Operator).

2.6.6 The Strategic Partnership Board shall be chaired by the Council, meet bi-annually and matters to be discussed shall include but not be limited to the following:

- Review of Annual Service Report (previous year)
- Development of Annual Service Plan (forthcoming year)
- Progress on Annual Service Plan (current year)
- Progress against the Strategic Priorities and contribution towards wider local Strategic Outcomes
- Financial performance
- Service improvement opportunities
- Variations to contract and future commissioning opportunities
- Other matters of a strategic nature considered appropriate for discussion by the Board.

2.6.7 Either the Operator or the Council, subject to the agreement of the other party, may invite appropriate third parties to attend the Strategic Partnership Board meetings to help the Board's understanding of a particular issue or decision.

2.7 Management Fee

2.7.1 The Operator will be required to manage the Services as outlined in this Services Specification and in accordance with the Contract and pay a management fee to the Council. The Operator must submit annual payments to the Council over the initial 10-year Contract Period totalling at least £3,000,000 in accordance with the following conditions:

- The Operator is required to provide a schedule that details the annual payments from Year 1 through to Year 10. This schedule shall meet the criteria below and will become the management fee payment structure for the duration of the Contract
- The management fee payment will be payable quarterly in advance and shall be quoted exclusive of VAT, although VAT will be applied, where applicable, when the payment is made
- The Year 1 management fee payment shall be no lower than 5% of the total management fee payment with increases varying by no more than 20% on the preceding year and decreases of no more than 10% from the preceding year.

2.7.2 The Facilities will operate under a lease agreement with a peppercorn rent.

2.8 Asset Management

2.8.1 The Contract provides for a shared approach to repair, maintenance and lifecycle replacement of assets between the Council and the Operator. This excludes the Pavilion for which the Council will

have full asset responsibility. The Operator shall be responsible for repair, maintenance and lifecycle replacement of all assets except where specified. Full details of the split in responsibilities is provided in Section 4 Asset Management Requirements of this Services Specification.

2.8.2 The Council shall be responsible for the maintenance of the core fabric of the Facilities and high value lifecycle items as highlighted in Appendix 7 Lifecycle Replacement Responsibility Matrix.

2.8.3 The Operator shall install an electronic Asset Management System to be in place for the duration of the Contract. This shall include a Planned Preventative Maintenance (PPM) Schedule, which has a record of all new and existing structures, plant, materials, components, and fittings over the Contract Period.

2.8.4 The Operator shall, if requested, provide the Council with remote, read-only access to the Asset Management System for the duration of the Contract. This must be in electronic format using recognised software.

2.9 Utilities Costs, National Non-Domestic Rates and Business Improvement District Levy

2.9.1 The Operator shall be responsible for all utilities costs (with the exception of those associated with The Pavilion), National Non-Domestic Rates (NNDR) and any Business Improvement District levy at the Facilities for the duration of the Contract.

2.9.2 Any changes in tariff or consumption will not have any influence on the management fee payment to the Council. The Operator will be required to keep a monthly record of all utility consumption for each Facility.

2.10 Environmental and Energy Management

2.10.1 The Council is committed to responsible environmental and energy management and the efficient use of energy throughout its operations. It also recognises that good environmental and energy management helps to protect the environment by conserving natural resources and reducing harmful emissions. The Operator shall take account of, and comply with, the Council's Carbon Management Plan (or equivalent) that sets out the Council's aims and objectives for minimising its environmental impact.

2.10.2 The Operator shall provide information for the Council's Environmental Management Systems to enable it to monitor the Council's carbon footprint.

2.11 Managing Performance against Strategic Priorities

2.11.1 The Operator is required to deliver the services to meet the Council's Strategic Priorities and to contribute towards wider local Strategic Outcomes.

2.11.2 The performance indicators shown in Table 3 are designed to help measure the Operator's performance against the Council's Strategic Priorities. The Operator must ensure that it collects information to enable it to measure these performance indicators using up to date ICT and innovative data collection methods. The Operator shall manage performance and deliver its performance indicator targets.

2.11.3 During the term of the Contract, the Council, through discussion with the Operator, may consider the use of alternative performance indicators that measure performance in a more effective or efficient way, taking advantage of any advances in technology or innovation in data collection methods.

2.11.4 In the event that the performance information was not collected in this way under the previous

management arrangements, the first year of the Contract will be a baselining exercise. All subsequent years will involve setting targets through a collaborative annual service planning process in partnership with the Council. The Operator shall draw from national data sources to assist in establishing initial targets.

- 2.11.5 The Operator will be required to work in partnership with the Council to review the performance indicators on at least an annual basis and respond to any reasonable requests from the Council for these to be amended to better reflect any changes to the Council's Strategic Priorities.

Table 3a: Core Performance Indicators

KPI	Description	Time period	Analysis
Total members	Total number of members visiting each Facility	Last Quarter vs Same Quarter previous year	% change
Total casualties	Total number of casualties visiting each Facility	Last Quarter vs Same Quarter previous year	% change
Gender Breakdown: Male Female Other	Total number of members and casualties visiting each Facility split by gender category	Last Quarter vs Same Quarter previous year	vs Local Catchment (20 minute drive time) Numbers and %
Age breakdown: 16-24 25-34 35-44 45-54 55-64 65-74 75-84 85+	Total number of members and casualties visiting each Facility split by age category	Last Quarter vs Same Quarter previous year	vs Local Catchment (20 minute drive time) Numbers and %
Ethnicity breakdown: White Mixed Asian or Asian British Black or Black British Other Ethnic Group	Total number of members and casualties visiting each Facility split by ethnicity category	Last Quarter vs Same Quarter previous year	Numbers and %
Disability breakdown: Long-term pain Chronic health condition Mobility Dexterity Mental health Visual Breathing Memory Hearing Learning Speech Behavioural Other None of these Prefer not to say	Total number of members and casualties visiting each Facility registered disabled	Last Quarter vs Same Quarter previous year	Numbers and %

Total throughput	Total number of visits to each Facility including members and casuals	Last Quarter vs Same Quarter previous year	% change
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Table 3b: Performance Indicators against the Council's Active Communities Strategy

Theme 1 Encouraging active communities to improve health and wellbeing. To increase participation in physical activity through the facilitation and delivery of sustainable opportunities for local communities.	
Strategic Priority	Performance Indicators
1. Encouraging active communities to improve health and wellbeing.	<p>PI 1.1</p> <ul style="list-style-type: none"> a. Number of Stratford-on-Avon District residents (aged 16+) participating in organised activities in leisure centres and outreach programmes once per week as a percentage of the total in the District (inactive) b. Number of Stratford-on-Avon District residents (aged 16+) participating in organised activities in leisure centres and outreach programmes twice per week as a percentage of the total in the District (fairly active) c. Number of Stratford-on-Avon District residents (aged 16+) participating in organised activities in leisure centres and outreach programmes three times per week as a percentage of the total in the District (active) d. Percentage of Stratford-on-Avon District residents accessing Council leisure facilities. e. School swimming attainment levels.
<p>2. To increase physical activity participation amongst priority groups:</p> <ul style="list-style-type: none"> • Older People • Women & Girls • Children & Young People • People with Disabilities. 	<p>PI 1.2</p> <ul style="list-style-type: none"> a) Percentage of priority group who are Stratford-on-Avon District residents taking part in formal sport and physical activity once per week: <ul style="list-style-type: none"> • Older People • Women & Girls • Children & Young People • People with Disabilities. b) Percentage of priority group who are Stratford-on-Avon District residents taking part in formal sport and physical activity twice per week: <ul style="list-style-type: none"> • Older People

<p>3. To improve access to the Facilities, activities and opportunities for priority groups:</p> <ul style="list-style-type: none"> • Older People • Women & Girls • Children & Young People • People with Disabilities. 	<ul style="list-style-type: none"> • Women & Girls • Children & Young People • People with Disabilities. <p>c) Percentage of priority group who are Stratford-on-Avon District residents taking part in formal sport and physical activity three times per week:</p> <ul style="list-style-type: none"> • Older People • Women & Girls • Children & Young People • People with Disabilities. <p>PI 1.3 Percentage of priority group users who use specific accessible booking systems:</p> <ul style="list-style-type: none"> • Older People • Women & Girls • Children & Young People • People with Disabilities. <p>PI 1.4 Percentage of front-line staff who have had specialist quality training within the last 12 months aimed at:</p> <ul style="list-style-type: none"> • Older People • Women & Girls • Children & Young People • People with Disabilities. <p>PI 1.5 Number of programmed sessions per annum targeted at:</p> <ul style="list-style-type: none"> • Older People • Women & Girls • Children & Young People • People with Disabilities.
<p>Theme 2</p> <p>Enhancing and sustaining facility provision. To ensure a sufficient level of provision is available at the District Council leisure centres and open spaces for individuals to participate in formal and informal physical activity.</p>	
<p>Strategic Priority</p>	<p>Performance Indicators</p>
<p>4. To ensure high standards of operational delivery in the Facilities.</p>	<p>PI 2.1 Customer and partner satisfaction indicators captured through an ongoing monthly rolling programme e.g. Net Promoter Score (NPS):</p> <ul style="list-style-type: none"> • the overall service • staff/coaches

<p>5. To deliver environmentally sustainable and cost-effective Facilities.</p> <p>6. To ensure the Facilities are maintained to a high standard throughout the life of the Contract.</p>	<ul style="list-style-type: none"> • access and parking • facilities • catering • cleanliness • changing rooms • value for money. <p>PI 2.2 Quest/Quest Plus/Quest Stretch scores for Leisure Facilities and Active Communities Programme. Minimum score of 'Good' or above for all assessments.</p> <p>PI 2.3 Customer retention data; fitness, swimming, courses and activities.</p> <p>PI 2.4 Investors in People and ISO accreditation.</p> <p>PI 2.5 Subsidy/surplus per visit.</p> <p>PI 2.6 Percentage target reduction in annual energy consumption.</p> <p>PI 2.7 Reduction in annual CO2 emissions.</p> <p>PI 2.8 Increase in recycling and rate.</p> <p>PI 2.9 Environmental standard 14001:2015 accreditation.</p> <p>PI 2.10 Percentage progress against the Planned Preventative Maintenance (PPM) Schedule.</p> <p>PI 2.11 Target scores on maintenance/statutory compliance audits.</p>
<p>Theme 3</p> <p>To raise the profile of sport and physical activity. To promote, champion and support physical activity opportunities to local communities to encourage health and wellbeing. Including effective partnership work, signposting and promotion of the offerings available to local communities. To build on the public enthusiasm for, and legacy of, the 2022 Birmingham Commonwealth Games as a springboard to encourage more residents to be active and participate in sport.</p>	
<p>Strategic Priority</p>	<p>Performance Indicators</p>
<p>7. To raise the profile of sport and physical activity in the District.</p> <p>8. To raise awareness of the Commonwealth Games.</p>	<p>PI 3.1</p> <p>a. Leisure Centre website hits.</p> <p>b. Percentage of Leisure Centre website hits converted into an enquiry or transaction.</p> <p>PI 3.2</p> <p>a. Number of events held promoting the Commonwealth Games.</p> <p>b. Number of participants in events promoting the</p>

	Commonwealth Games.
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- 2.11.6 The Operator shall work closely with the Council during Year 1 of the Contract to develop baseline information on the above performance indicators that will be used to set targets for Year 2 and thereafter of the Contract.
- 2.11.7 An Annual Service Plan and associated development plans shall be provided to the Council for approval one month prior to the Commencement Date and three months prior to the start of each subsequent Contract Year.
- 2.11.8 The Operator must provide a Quarterly Performance Report and detailed Annual Service Report containing qualitative and quantitative evidence of how the Operator is delivering the Council's Strategic Priorities and contributing to wider local Strategic Outcomes.
- 2.11.9 The Annual Service Report shall highlight any of the Council's Strategic Priorities that the Operator has not contributed towards and provide an annual action plan for the following year to address any shortcomings or missed targets. It shall also highlight any additional objectives it has achieved in addition to those required by the Council.

2.12 Quality Management

- 2.12.1 The Operator will be required to have a robust quality management system in place that covers all aspects of the Services and is focused on customer experience.
- 2.12.2 The Operator shall achieve and maintain the Sport England recommended Quest Facility Management accreditation scheme (or any equivalent successor scheme) for the Facilities and Quest for the Active Communities Programme. This shall be obtained by:
- The end of Year 2 of the Contract for the Facilities
 - The end of Year 2 of the Contract for the Active Communities Programme
- 2.12.3 The Operator shall maintain these accreditations for the duration of the Contract.
- 2.12.4 The Operator will be required to achieve and maintain a minimum standard of Quest Plus for the Facilities and the Services.
- 2.12.5 The Operator shall maintain Quest Plus (or any equivalent successor scheme) accreditation for the Facilities as described above throughout the Contract Period and aim to have continuously improving scores over the life of the Contract.
- 2.12.6 Quest scores will be included in the Annual Service Plan and will set targets for improvement.
- 2.12.7 The Operator shall commission and fund Quest and is required to maintain these accreditations throughout the Contract Period.
- 2.12.8 The Operator shall inform the Council of the results of its Quest assessments and any follow-up assessments within seven Business Days of receiving notification.
- 2.12.9 The Operator shall ensure that the Council has full access to all the Quest Reports within seven Business Days of receiving the reports.
- 2.12.10 The Operator shall include its response to Quest assessments via an improvement plan within the appropriate Quarterly Performance Report.

2.13 Social Value

- 2.13.1 The Operator shall deliver the Services in accordance with the aims of The Public Services (Social Value) Act 2012 through the delivery of wider social, economic and environmental benefits.
- 2.13.2 The Operator shall work closely with the Council and other partners such as education and training providers to develop specific initiatives, which offer realistic and sustainable employment opportunities to disadvantaged people in the District.
- 2.13.3 The Operator shall offer a number of routes to full-time employment or training which are targeted at specific sectors of the community in the District. This shall include the provision of work placement opportunities, including apprenticeships, for disadvantaged or underrepresented groups within the labour market including initiatives targeting lone parents; people from Black, Asian and Minority Ethnic (BAME) backgrounds; women; people with physical and learning difficulties; Lesbian, Gay, Bisexual, Transgender, Queer or Questioning (LGBTQ+), long term unemployed; care leavers; ex-offenders; NEETS (Not in Education, Employment or Training); individuals recovering from homelessness and people who are on long term benefits.
- 2.13.4 The Operator shall understand and embrace the role it has in supporting and working with Small and Medium Enterprises, social enterprises, charities and other third sector providers in the District through its procurement of supplies and sub-contractors and through the delivery of the Services.
- 2.13.5 The Operator shall ensure that the Services are fully inclusive to all sections of the community and shall proactively work to eliminate barriers to participation in sport and physical activity through programming, pricing, policies, development plans, marketing and training.
- 2.13.6 The Operator shall work closely with the Council and other partners to provide diversionary activities designed to help reduce levels of crime, disorder and anti-social behaviour by people in the District.
- 2.13.7 The Operator shall ensure that the environmental wellbeing of the local area is protected and enhanced through best practice approaches to energy and water management, waste and recycling, procurement of supplies and sustainable transport.
- 2.13.8 The Operator shall provide a detailed review of how the Services have achieved the above requirements and have contributed to social outcomes as part of the Annual Service Report.

3 SERVICE REQUIREMENTS

3.1 Active Communities

Overall Requirement

- 3.1.1 The Active Communities Programme shall provide increased opportunities for inactive and under-represented groups to be engaged in regular physical activity.

Performance Standards

- 3.1.2 The Active Communities Programme shall be targeted at the following priority groups:
- Older People
 - Women & Girls
 - Children & Young People
 - People with Disabilities.
- 3.1.3 The Active Communities Programme shall include innovative and non-traditional or specialist activities that appeal to a wider audience, particularly aimed at priority groups or those who are inactive or less active.
- 3.1.4 The Active Communities Programme will be required to focus upon the delivery of activities and the enabling of support outside of the core sport and leisure facilities in order to make them more accessible to priority groups and appeal to residents who would not ordinarily visit a traditional leisure centre setting.
- 3.1.5 The Active Communities Programme will champion inclusion in its widest sense particularly for people with disabilities, including those individuals with one or a combination of the following disabilities:
- Vision impairment
 - Deaf or hard of hearing
 - Mental health impairments
 - Neuro-developmental conditions (including learning disabilities and Autistic Spectrum Disorder)
 - Acquired brain injury
 - Physical disability
 - Dementia or cognitive impairments (creating dementia friendly environments).
- 3.1.6 The Active Communities Programme will have a focus on increasing sport and physical activity participation and opportunities in line with the Quest™ Active Communities Generic Modules or equivalent.
- 3.1.7 The Operator shall support the implementation of local, regional and national sports development policies where appropriate and provide representation on local and county wide or regional sports development groups. This includes national Sport England campaigns such as 'This Girl Can'.
- 3.1.8 The Operator shall seek to increase the number of sporting volunteers and provide support to local clubs through community programming.
- 3.1.9 The Operator shall play a key role in delivering the Council's Active Communities Strategy 2019-

2024 and any subsequent revision to this Strategy.

- 3.1.10 The Operator shall continue to source external funding for sport and physical activity and healthy lifestyles programmes already in place.
- 3.1.11 The Operator will be required to work in partnership with the Council's Active Communities Team and partners including Public Health and Wellbeing to source external funding for new sport and physical activity and healthy lifestyles programmes.
- 3.1.12 The Operator will be required to develop, organise, promote and deliver the Exercise Referral Scheme (or equivalent) at the Facilities, at no charge to the Council, with all income retained by the Operator.
- 3.1.13 The Operator shall, from time to time, provide free use of the Facilities to support key priority groups in the Active Communities Programme, as agreed in advance with the Council.
- 3.1.14 The Operator shall ensure that activities are listed and kept up to date within the Warwickshire County Council Directory of Services, ensuring easy access to information for residents and social prescribing workers operating in health and care settings.

Reporting Requirements

- 3.1.15 The Operator shall produce an annual report on the Active Communities Programme that highlights how it has performed in meeting the Council's Strategic Priorities and contributing to wider local Strategic Outcomes.

3.2 Opening Hours

Overall Requirement

- 3.2.1 Facilities that are fully accessible to the community during the "Minimum Opening Hours" as detailed in Appendix 2 of this Services Specification.

Performance Standards

- 3.2.2 The Facilities must be available and open for public use during the Minimum Opening Hours.
- 3.2.3 The Council, in advance of any changes being implemented, must agree in writing any variations to the Minimum Opening Hours proposed by the Operator.
- 3.2.4 The Operator shall advertise all opening hours on the relevant Facility website and shall provide printed information on opening hours and timetables for the Facility's activity programmes.
- 3.2.5 The Operator shall operate the catering and vending services during the Minimum Opening Hours, including the café at Stratford Leisure Centre.
- 3.2.6 Where appropriate, the Operator shall agree with the Council closures of the Facilities, or any element therein, for the purposes of maintenance, in accordance with Clause 14 (Condition of the Facilities) and with the agreed Schedule of Programmed Maintenance.
- 3.2.7 The Operator will be required to advertise all planned maintenance closures and any variations in opening for at least four weeks before the closure period on site and on their website. Where private hire, block or club bookings have been made during a period of closure whether planned or unforeseen, the Operator shall be responsible for informing each hirer separately of the changes and meeting all costs incurred, inclusive of the reimbursement of any fees and charges

made in advance.

- 3.2.8 In the event of closure of any of the Facilities or part thereof or ceasing of the Active Communities Programme, or part thereof, owing to unforeseen or emergency conditions, the Operator shall inform the Council immediately, by telephone, followed up in writing within two Business Days of the closure. The Operator shall ensure that customers are kept informed of the situation in accordance with the agreed Emergency Action Plan (see paragraph 3.2.9). The Operator shall report any closure of the Active Communities Programme with the appropriate funders, in line with specific grant conditions.
- 3.2.9 The Operator shall have an Emergency Action Plan that is reviewed annually. Both Parties shall review the Minimum Opening Hours on an annual basis as set out below. Any decision to amend these times shall take account of throughput trends for the Facilities or bespoke usage patterns.
- 3.2.10 The Operator is advised that variations to the specified opening hours may occur in times of national or local emergency. Stratford Leisure Centre has been designated as an emergency rest centre (this will extend to all areas within the building). Should such a situation arise, the Services may be temporarily suspended during the period of the emergency, by notification through the Council's Chief Executive. The Operator's staff shall assist with the setup of Stratford Leisure Centre as a rest centre and provide further assistance in any way for which they are qualified during the emergency. This can be found in Clause 17 (Emergencies) of the Contract.

Reporting Requirements

- 3.2.11 The Operator shall submit proposals to the Council for any changes to the Minimum Opening Hours for the Facilities annually and no later than three months prior to implementation the following Contract Year for approval.
- 3.2.12 The Operator shall maintain a daily log of hours that the relevant Facility or area within it is not open 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 Report.
- 3.2.13 Any unplanned closure shall be reported to the Council in accordance with paragraph 3.2.8.

3.3 Access

Overall Requirement

- 3.3.1 Facilities and Services that are fully accessible by all customers during the "Minimum Opening Hours" as detailed in Appendix 2 of this Services Specification.

Performance Standards

- 3.3.2 The Operator shall ensure that the Facilities including entrances and exits, café / catering / vending areas, toilets, changing and shower facilities, drop-off points, spectator and viewing areas, activity areas, courts, buildings, doorways, halls, lobbies, reception areas, loading 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). Each Facility must be capable of performing its function and allow access and egress with appropriate controls.
- 3.3.3 The Facilities and Services shall be accessible for people with protected characteristics as per the Equality Act 2010. This shall include access and egress in fire/emergencies, suitable evacuation routes and muster points. Specifically:

- Accessible facilities; physical access and accessible service provision
- Inclusive Fitness Initiative (IFI) accredited fitness equipment capable of providing a full body workout (cardiovascular and strength based, upper and lower body) for customers with a wide range of impairments and conditions
- Workforce development; customer service training for all staff and adaptive exercise programming for fitness instructors/sports coaches, management/leadership, good practice and specialist area training (e.g. inclusive communications, access auditing etc.)
- Inclusive and accessible marketing and communication available in different formats
- Partnership development within the local community
- Accessible sport and social activities
- Appropriate policies and procedures
- Wide and varied activity and programming offer.

3.3.4 The Operator shall ensure that the Facilities and storage spaces within them are accessible by authorised customers, to include the following:

- Secure multi-activity stores
- Storage lockers accessible from all changing cubicles, accessible cubicles and changing rooms, with large, clear and tactile numbers and be located at a range of heights with 'oversized' lockers for disabled people to store equipment e.g. their prosthetic whilst swimming
- Secure storage for sporting equipment.

3.3.5 The Operator shall ensure that all signage directing customers to and within the Facilities is clear and instructive and complies with health and safety guidelines, the Equality Act 2010, any relevant planning restrictions and [Sport England's Wayfinding and Signage Design Guidance Note 2013](#).

Reporting Requirements

3.3.6 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

3.4 Customer Experience

Overall Requirement

3.4.1 A consistently high level of customer care that ensures all customers receive a high quality and enjoyable experience where inclusion in its widest sense is the norm. The level of customer care shall reflect good industry practice and provide a level of customer service that will facilitate achievement of the Council's Strategic Priorities and contribute to wider local Strategic Outcomes.

Performance Standards

ICT, Website and Booking System

3.4.2 The Operator shall implement and maintain a website and booking system ('the system') for the Facilities and the Active Communities Programme that is accessible, flexible, innovative and meets the needs of all users (including those with a visual impairment, cognitive disability and hearing disability) in order to optimise access to information and maximise participation. This shall comply with the [Equality Act 2010](#).

3.4.3 The system shall incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, customer information, effective

administration and operational information systems to record and effectively deliver all bookings. The system shall support the development of deeper, more value-added relationships with users to enable better personalisation of services and promoted activities to support their lifestyle changes and behaviours.

- 3.4.4 The system shall enable users to easily access and navigate the range of services available, enable bookings to be made in person, by telephone, in writing and online (including via smartphone apps with equivalent functionality to the website) in accordance with the e-government agenda for both members and non-members. Bookings shall incorporate a 'fast track' service where possible for high volume, peak time activities.
- 3.4.5 The Operator will provide the necessary hardware and software equipment to sustain a website and computerised booking system, which will be used to manage online bookings, bookings and to provide reports broken down by categories of user (the format to be agreed by the Council).
- 3.4.6 The Operator will be responsible for all maintenance costs relating to the website and computerised booking system, including the replacement of hardware, consumable items and software licenses.
- 3.4.7 The Operator will implement a guest Wi-Fi network across all the Facilities within 12 months of the Commencement Date.
- 3.4.8 The Operator will have contingency procedures in place for system failure both to provide a continuous service provision for customers and to ensure that the membership database is backed-up. The Operator will put into place an Emergency Action Plan that will be monitored as part of the Quarterly Performance Report.
- 3.4.9 The Operator must provide advanced bookings of up to 7 days prior to the day of play for casual users, Active Card (or equivalent) holders, members and non-members, by telephone or in person.
- 3.4.10 The Operator must provide an advance booking facility for clubs and organisations who wish to make a regular booking.
- 3.4.11 The Operator must give priority to existing clubs and organisations who wish to make further regular bookings at the end of their existing period.
- 3.4.12 The Operator must provide an advance/priority booking facility for schools/colleges curriculum swimming and water safety lessons during normal school term time (details of which can be obtained from Warwickshire County Council Education Services).
- 3.4.13 The Operator must, as far as practicably possible, allow for casual use at all times. At times of no casual use being available, the Operator must give advance warning to users of the Facility. This includes any non-availability of facilities as a result of regular bookings or events.
- 3.4.14 The Operator must acknowledge and indicate acceptance or otherwise, in writing, for all applications for regular bookings, functions or events within four weeks of receipt of an application.
- 3.4.15 The Operator must accept any form of legal tender, in pound sterling, cheques, debit/credit cards or any other credible alternative provided for payment and will issue a receipt for all payments accepted.
- 3.4.16 The Operator will be required to formulate a booking application form, which will include reference to the above conditions of hire available both in hard copy and electronically.

- 3.4.17 All bookings are inclusive of rigging and de-rigging time for equipment relating to that particular facility or activity. The Operator shall ensure that customers are aware of this arrangement and that the Operator adheres to it, without adversely affecting the service.

Customer Services Policy and Complaints

- 3.4.18 The Operator shall provide a comprehensive and inclusive customer service policy that ensures that customers, partners and visitors are dealt with promptly, effectively and courteously at all times. This includes clear response times for all customer enquiries and complaints.
- 3.4.19 The Operator shall operate and administer a comprehensive and effective customer comments and feedback system, to encourage feedback and record verbal and written comments. This shall apply to all customer groups covering sporting and non-sporting use. The Operator must also record its response to all complaints and comments.
- 3.4.20 The Operator shall carry out a range of innovative and robust monitoring evaluation and reporting activities to demonstrate:
- Customer satisfaction from a representative sample covering all aspects of the service
 - Comparative performance through a recognised benchmarking approach e.g. Sport England National Benchmarking Service (NBS)
 - An understanding of changes to the communities' needs reflected in the programming of facilities and services.
- 3.4.21 The Operator shall ensure a smart appearance by all staff at all times, with appropriate uniform and name badges being worn.
- 3.4.22 The Operator shall ensure that staffing levels are appropriate to meet the demands of the activity/usage patterns at each Facility and Active Communities Programme to ensure high standards of customer service are maintained.
- 3.4.23 The Operator shall formally display in public areas results from internal and external monitoring visits, Customer Forums, customer comments/complaints and responses, reports, surveys and other customer care activities. This shall include what action has been taken as a result of customer engagement.
- 3.4.24 The Operator shall provide training in customer experience as part of its new staff induction and ongoing refresher training.
- 3.4.25 The Operator shall keep notice and display boards updated at all times.
- 3.4.26 The Operator shall provide at all times information to the public on the availability of courses, activities and events delivered and/or hosted by the Operator and the Council through a variety of channels to meet the needs of target populations and communities.
- 3.4.27 The Operator shall ensure that any out-of-order equipment is clearly labelled accordingly within 15 minutes and information provided as to who reported and when, the estimated timescale for repair, and when it will be back in use.
- 3.4.28 The Operator shall operate an effective system for dealing with lost and found property.

Reporting Requirements

- 3.4.29 The Operator shall provide a report to the Council on a quarterly basis detailing all complaints and action taken. The Operator shall ensure that a summary of this report and details of any failure to

maintain the required Overall Requirement set out above are included within the Quarterly Performance Report.

- 3.4.30 The Operator shall ensure that an annual report detailing the outcomes of the customer feedback system is submitted to the Council including ongoing collection of customer satisfaction information.
- 3.4.31 The Operator shall collect ongoing information on customer experience.
- 3.4.32 The Operator shall submit details of any failure to implement the required website and booking system as part of the Quarterly Performance Report.
- 3.4.33 The Operator shall comply with and shall provide details of its compliance with Payment Card Industry Data Security Standard (PCI DSS) for debit and credit card payment handling.
- 3.4.34 The Operator shall provide monitoring data on sources of bookings (e.g. in person, online, via a smartphone app etc.) as part of the Quarterly Performance Report.

3.5 Programming for All

Overall Requirement

- 3.5.1 A dynamic, innovative, inclusive and responsive programme of activities provided at the Facilities and through the Active Communities Programme that meets the needs of all sections of the community, promotes behaviour change, ensures the delivery of the Council's Strategic Priorities and contributes to wider local Strategic Outcomes.

Performance Standards

- 3.5.2 The Operator shall ensure a reasonable proportion of casual use and block bookings at the Facilities consistent with a balanced programme of use by the public, communities, inclusive and mainstream sport and recreation clubs, schools, and instructed development courses.
- 3.5.3 The Operator shall provide a balanced and flexible Programme of Use to support community and club activity and to contribute towards the Council's Strategic Priorities and wider local Strategic Outcomes.
- 3.5.4 The Operator shall provide activities and sessions to meet the needs of specific customers in accordance with the agreed activity programme. The Programme of Use must be dynamic, innovative and responsive to the requirements of customers, including frequent or seasonal variations and shall seek to target non-users as appropriate. The programmes shall consider the various types of customer and use to ensure that they are balanced. The Programme of Use shall meet the needs of specific customers by offering activities and opportunities that are culturally sensitive and relevant to diverse communities across age, gender, religion, race, sexual orientation and disability.
- 3.5.5 The Operator shall provide the activities and sessions to meet the needs of specific customers in accordance with the agreed Programme of Use and Annual Service Plan.
- 3.5.6 The Operator shall submit the initial proposed Programme of Use to the Council for approval two months prior to the Commencement Date.
- 3.5.7 The Operator shall submit a subsequent proposed Programme of Use to the Council three months prior to the start of each new Contract Year.

3.5.8 The Programme of Use shall take into account the following:

- The need to offer a wide-ranging and diverse programme of activities designed to encourage greater levels of community participation across all relevant local social and cultural groups with a particular focus on increasing participation from members of the community with specific health needs and using group activity to improve retention and promote development of social networks
- Provision of a wide range of recreational opportunities to all Stratford-on-Avon District residents, including a balanced programme of pre-paid courses, classes, pay-as-you-play sessions, club and school block bookings, casual usage and where applicable, special events
- Dual-use arrangements with education partners
- Proactively supporting local, regional and national talent pathways through clubs affiliated to National Governing Bodies
- A management philosophy that encourages participation and engagement with all sections of the community
- A regular and planned review of the programme of activities that considers the results of customer and non-user research
- Responsiveness to recreational trends to provide a dynamic and forward-looking service
- Setting and reviewing programme objectives on at least an annual basis
- Having a promotional strategy in place that keeps customers informed of the programme and any planned changes
- Outreach activities
- Making optimum use of all available resources and facilities
- Monitoring usage levels
- Contributing towards the Council's Strategic Priorities and wider local Strategic Outcomes.

3.5.9 The Operator shall be familiar with and apply insight and knowledge from the latest research into swimming participation such as Swim England's Three Frontiers Toolkit. This insight shall be used to programme swimming facilities to meet the needs of the local community whilst maximising usage.

3.5.10 The Operator shall maximise the use of the Facilities to promote talent pathways and hold competitive events.

3.5.11 The Operator shall ensure that the Programme of Use across the Facilities complement each other and provide an appropriate balance of activities.

3.5.12 The Operator shall review the effectiveness of the Programme 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.

3.5.13 The Operator shall ensure that any future Programme of Use will continue, where possible, to support the established arrangements with identified clubs and organisations and enable the schemes to be expanded to meet demand.

3.5.14 The Operator must be able through its ICT system to demonstrate the extent to which its programme is engaging with the community and specific hard to reach groups.

Dual Use Agreements

3.5.15 The Operator shall honour the following dual use agreements with education partners as set out in Appendix 3:

- Southam College

- Studley High School
- Shipston High School.

Special Events and Protected Bookings

- 3.5.16 The Operator shall honour any special events and club bookings already booked into the Facilities as set out in Appendix 4 of this Schedule. These may only be altered following consultation with the club/organisation and with the prior written approval of the Council.
- 3.5.17 A list of protected bookings has been provided in Appendix 4. All existing hire slots at the Facilities will be honoured unless it is clear that hirers do not intend to re-book.
- 3.5.18 Special events will be organised by the Operator who will ensure that all statutory licences and arrangements are in place for the safe operation of the event. The following list identifies the type of events that have taken place:
- Antiques Fairs
 - Arts and Crafts Fairs
 - Blood Donor Sessions
 - CD and Record Fairs
 - Charity Events
 - Comic Conventions
 - Dancing/Discos/Roller Discos
 - Diet/Health/Lifestyle Courses
 - Education Courses
 - Job Fairs
 - Medal Fairs
 - Model Fairs
 - Music Concerts
 - Sporting Demonstrations
 - Sports Competitions/Events.
- 3.5.19 The Operator will be required to provide operational support for special events as required. This will include event supervision, cleaning, building security, equipment rigging and de-rigging and engineer support as required.
- 3.5.20 For all special events, the Operator must give adequate notice to customers, in an appropriate format to minimise any inconvenience. Where possible, alternative provision will be identified.
- 3.5.21 The Programme of Use must be designed to ensure that regular activities are not unduly disrupted by special event use. Any event requiring use of a facility, which precludes community use or curriculum use for two or more consecutive days, requires the prior written approval of the Council.

Non-Sporting Events

- 3.5.22 Facilities may be used by the Operator to provide a varied and balanced programme of non-sporting events providing that the proposed activity is not of a sensitive nature, is not an activity that might damage the Facility, its fixtures or equipment or detract from the image of the Council. The Council shall be informed at the time of booking of any such proposed event, reserves the right to cancel any such proposed event and will accept no responsibility for any loss incurred as a result of such a cancellation.
- 3.5.23 The Council reserves the right to reject a booking from organisations with a political affiliation,

those are that are linked to pressure groups or lobbying groups whose association, whether direct or indirect with the Council could result in reputational damage. If there is any doubt, the Operator shall refer this to the Council for approval.

- 3.5.24 As at the Commencement Date, there are a number of pre-booked events, functions and other hire arrangements. The Operator shall honour the dates and details of these bookings, including the terms and conditions prevailing at the time of booking. The income for these will go to the Operator as part of the contract handover reconciliation.
- 3.5.25 The Council reserves the right to make use of the Facilities as a Polling Station and/or Count Centre as required for Parliamentary, European, Local Government or other Elections or By-Elections or Referenda. The Council also reserves the right to make use of the Facilities in the event of an emergency. The Council shall endeavour to give the Operator reasonable notice of such matters and the Operator shall ensure that all Facilities requested by the Council are available for the purposes referred to in this condition.

Reporting Requirements

- 3.5.26 The Operator shall submit a Programme of Use for each Facility three months prior to the Commencement Date and, annually thereafter, for the duration of the Contract, for the Council's approval and the Operator's implementation the following Contract Year.
- 3.5.27 A Programme of Use Progress Update must be provided to the Council as part of the Quarterly Performance Report.
- 3.5.28 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 Contract as part of the Quarterly Performance Report.
- 3.5.29 The Operator shall maintain a record concerning actual use of all of the Facilities and activities and shall submit details of the outcome of programming reviews, activity usage, and of any failure to meet the specified Performance Standards, as part of the Quarterly Performance Report.

3.6 Pricing

Overall Requirement

- 3.6.1 A pricing scheme that is consistent and aligned to local market rates ensuring that all sections of the community are able to access the Facilities and the Active Communities Programme. The pricing scheme shall be designed in a way that best meets the Council's Strategic Priorities and contributes towards its wider local Strategic Outcomes.

Performance Standards

- 3.6.2 The current pricing for the Facilities is set out in Appendix 5 Current Pricing/Fees & Charges.
- 3.6.3 The Operator is free to set prices for all activities, services and memberships providing that a concessionary scheme is offered at the Facilities and for the Active Communities Programme in accordance with Table 4, and subject to the provisions contained within paragraph 3.6.4.
- 3.6.4 The Operator shall review fees and charges once per calendar year. Prices may be increased by not more than the rate of inflation (as measured by the Consumer Prices Index (CPI) in September), with any increases effective from 1st January each year. The Operator shall give customers at least one month's notice of any price increases. The Council reserves the right not to authorise any price increases over and above the prevailing CPI rate.

- 3.6.5 The Council is open to new approaches to pricing, in particular the concessionary scheme. The Operator shall offer the concessionary pricing scheme as shown in Table 4. The scheme shall apply to the following groups in Table 4.

Table 4: Concessionary Pricing Scheme

Concession Group	Concession	Applicable Activities
Children under 4 years old	Free of charge	Swimming only
Young people aged 17 and under (including schools pricing)	Minimum of 50% discount on standard adult charge	Active Card (or equivalent) and all sport and physical activities at the Facilities (i.e. Gym, Swimming, Racquet Sports etc.)
Students in full-time education	Minimum of 50% discount on standard adult charge	Active Card (or equivalent) and all sport and physical activities at the Facilities (i.e. Gym, Swimming, Racquet Sports etc.)
Care leavers (18-21 years)	Minimum of 50% discount on standard adult charge	Active Card (or equivalent) and all sport and physical activities at the Facilities (i.e. Gym, Swimming, Racquet Sports etc.)
People aged 65 and over	Minimum of 50% discount on standard adult charge	Active Card (or equivalent) and all sport and physical activities at the Facilities (i.e. Gym, Swimming, Racquet Sports etc.)
Stratford-on-Avon District residents in receipt of Personal Independence Payment (PIP) or Attendance Allowance (or equivalent)	Minimum of 50% discount on standard adult charge. Disabled persons carer/helper accompanying a disabled concession holder on a one-to-one basis to be admitted to the Facilities free of charge	Active Card (or equivalent) and all sport and physical activities at the Facilities (i.e. Gym, Swimming, Racquet Sports etc.)
Stratford-on-Avon District residents in receipt of income-related Employment and Support Allowance (ESA) or Guarantee Pension Credit (or equivalent)	Free use between 10am-4pm, Monday to Friday only	Active Card (or equivalent) and all sport and physical activities at the Facilities (i.e. Gym, Swimming, Racquet Sports etc.)
Stratford-on-Avon District residents who have served in the British Armed Forces	Minimum of 50% discount on standard adult charge	Active Card (or equivalent) and all sport and physical activities at the Facilities (i.e. Gym, Swimming, Racquet Sports etc.)

- 3.6.6 Concessionary prices must be at least 50% discount on standard adult prices and those eligible for concessionary prices shall not be restricted to certain times of the day except where specifically indicated in Table 4.
- 3.6.7 The marketing of the concessionary pricing scheme must be integrated into the proposed branding to avoid stigmatising or differentiating eligible customers.

- 3.6.8 The concessionary pricing scheme shall be made available during all opening hours except where otherwise indicated.
- 3.6.9 The concessionary pricing scheme shall be designed in a way that allows data to be captured on user demographics (e.g. age, ethnicity, area of residence) and visit behaviour (e.g. record of visits broken down by type of activity).
- 3.6.10 The Operator's Pricing Policy shall promote the principles of equality of access and sustainability. 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 Strategic Priorities.
- 3.6.11 The Operator shall offer a range of membership and payment options including direct debit, annual payments, course payments and pay as you go.
- 3.6.12 No charges shall be collected by the Operator in respect of services extending beyond the Contract Period other than those authorised by the Council during the last year of the Contract Period.
- 3.6.13 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 that all prices are located on the Facilities website.
- 3.6.14 The Operator shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

Reporting Requirements

- 3.6.15 The Operator must provide proposals for pricing as listed in Appendix 5 Current Pricing/Fees & Charges annually to the Council no later than three months prior to the start of each Contract Year. Additional variations can be made with written agreement between both Parties.
- 3.6.16 The Operator must submit details of any failure to achieve the required Performance Standards set out above as part of the Quarterly Performance Report.

3.7 Staffing and Skills Development

Overall Requirement

- 3.7.1 Sufficient and suitably qualified staff to provide the Services required in this Services Specification, to comply with Legislation and industry guidance and to best meet the Council's Strategic Priorities and contribute towards its wider local Strategic Outcomes.

Performance Standards

- 3.7.2 The Operator must be committed to a programme of continuing professional development that is linked to a nationally recognised accreditation scheme(s) such as that provided by the Chartered Institute for the Management of Sport and Physical Activity (CIMSPA) or an industry-recognised equivalent. It shall implement a scheme for the continued assessment and development of staff. The Operator shall therefore ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The Operator shall ensure that this is appraised at least annually.
- 3.7.3 The Facilities and the Active Communities Programme shall have a sufficient number of suitably qualified staff to provide the Services required by this Services Specification and to meet all

relevant Legislation and industry guidance.

- 3.7.4 The Operator is required to have sufficient suitably qualified competent staff within the Facilities during all opening hours to comply with the agreed Emergency Action Plan.
- 3.7.5 The Operator is required to have qualified personnel head office support (for example Chartered Institute of Personnel and Development).
- 3.7.6 The Operator is required to have a comprehensive set of supporting policies including disciplinary, safeguarding, training, induction processes etc. in accordance with industry best practice.
- 3.7.7 The Operator must ensure that TUPE is fully adhered to and that the transfer of staff is handled smoothly and sensitively without any disruption to the service. This includes any self-employed staff working in the service. Staff employed, licensed, or permitted to offer personal training services or to deliver coached activities and courses must be qualified to the appropriate level according to the Governing Body for the sport/activity or recognised training provider such as CIMSPA and in line with any required Legislation. The Operator shall ensure that, as a minimum, staffing levels are appropriate to the size of the Facilities and those activities are delivered by suitably trained staff.
- 3.7.8 The Operator shall ensure that there is fast access to the Facilities at all times when they are 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.
- 3.7.9 The Operator shall ensure that a member of gym staff is available on the gym floor during all opening hours who is not involved in induction or personal training.
- 3.7.10 The Operator shall aim to employ staff that are representative of the demographic profile of the District and shall undertake annual workforce monitoring to measure this. Reports from such monitoring shall be provided to the Council on an annual basis.
- 3.7.11 The Operator 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 Operator to employ sufficient reserves of staff to provide these high standards in times of sickness, leave, training and other absence from work.
- 3.7.12 The Operator shall keep available and maintain an emergency maintenance back up, qualified to the level of Technical Assistant, with a response time of not more than one hour, for response to any failure of equipment/plant under the Operator's responsibility at all times. A continuous back up available to provide telephone solutions on request, must also be provided.
- 3.7.13 The Operator shall ensure that all coaches and deliverers used meet the minimum standards set out by National Governing Bodies and all qualifications are checked prior to delivery commencing. Any sub-contracted deliverers of activities shall be bound by a Service Level Agreement between the Operator and the deliverer to ensure the same standards as set out in this Services Specification and that when required, replacement sports coaches can be found by the deliverer to ensure programmes can continue as planned.
- 3.7.14 The Operator must make available for inspection copies of certificates for coaches, instructors, leaders to the Council upon request.
- 3.7.15 The Operator shall employ staff suitably trained in order to conduct induction-training courses for customers on all exercise equipment in the fitness gym.
- 3.7.16 The Operator shall also employ suitably qualified staff for School Holiday Programmes and the

Active Communities Programme in accordance with relevant Legislation.

- 3.7.17 The Operator shall only employ staff that are registered on CIMSPA's Exercise and Fitness career stream or Register of Exercise Professionals or equivalent subsequent industry standard. The Operator shall ensure that any transferring staff that are not registered are registered within three months of the Commencement Date.
- 3.7.18 The Operator shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment Legislation.
- 3.7.19 The Operator must meet the Disclosure and Barring Scheme (DBS) requirements adopted by the Council as outlined in paragraph 3.8 Safeguarding in relation to all staff employed in relation to the provision of Services including any third party club and coach or self-employed staff.
- 3.7.20 The Operator shall ensure compliance, where relevant, with the local OFSTED registration requirements, Warwickshire County Council Children's Social Care, meeting the 14 standards outlined in National Standards for under 8's Day Care and Childminding as set out in The Children Act 1989 and the staff qualifications for any other specific activity.
- 3.7.21 The Operator shall be entirely responsible for the employment and conditions of service of its employees.
- 3.7.22 The Operator shall be solely responsible for the employment and dismissal of all staff employed at the Facilities and through the Active Communities Programme, including all payments that may arise under the Employment Protection (Consolidation) Act 1978 and any amendments thereto. The Operator shall at all times be fully responsible for the payments of all salaries, wages, taxes, National Insurance contributions, or levies arising out of employment.
- 3.7.23 The Operator shall be fully responsible for all training of staff employed and shall ensure that sufficient, regular training is undertaken to:
- Provide a high quality service
 - Ensure that all employees and volunteers providing supervision of activities undertake an induction course that includes ensuring a full working knowledge of Normal Operating Procedures and the Emergency Action Plan. Ensure fitness and awareness to perform all duties required in an efficient and prompt manner
 - Ensure all staff receive regular awareness training in customer care, health and safety, safeguarding, equality and diversity etc. and the special needs of target user groups
 - All staff (including casual staff) to be used by the Operator, at any time, for poolside responsibilities must be qualified to the minimum standards laid down by the Royal Life Saving Society.
- 3.7.24 The Operator shall maintain detailed training records to include attendance at training sessions.
- 3.7.25 The Operator shall offer apprenticeships, placements and volunteer opportunities to local residents and shall ensure that there are a number of apprentices employed in the Facilities and/or Active Communities Programme at all times for the duration of the Contract.
- 3.7.26 The Operator must carry out an annual staff satisfaction survey and share the results with the Council.
- 3.7.27 The Operator shall ensure that appropriately qualified persons or sub-contractor companies carry out all maintenance works.
- 3.7.28 The Operator shall ensure that user data developed and shared through Open Data Institute

standards can be analysed by trained staff and reported on to support the Operator and the Council in determining the effectiveness of programming and interventions.

- 3.7.29 The Operator shall ensure that specialist staff can provide the analysis and insight to support the development of a programme to reflect the Council's Strategic Priorities and contribute towards its wider local Strategic Outcomes.
- 3.7.30 The Operator shall, on request, provide a list of named staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.
- 3.7.31 The Operator shall appoint an overall Contract Manager ('the Operator's Representative') to work exclusively for this Contract and manage the Facilities and Services. The Operator's Representative shall consult with the Council as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings with the Council on a regular basis.
- 3.7.32 The Operator shall appoint suitably qualified General Managers to manage each of the Facilities (with the exception of The Pavilion). The General Managers shall not carry out any lifeguarding shifts on poolside.
- 3.7.33 The Operator shall submit written Codes of Conduct for both customers and staff to be approved by the Council by the Commencement Date.
- 3.7.34 The Operator's staff shall not conduct or present themselves in any way that, in the opinion of the Council, is detrimental to the image or reputation of the Council, or which would not uphold the professionalism of the service.
- 3.7.35 The Operator's staff shall not express any views that could appear to represent the Council's view of particular issues or policies. Enquiries on such matters that are received from the press must be referred to the Council to reply.

Reporting Requirements

- 3.7.36 The Operator shall provide an annual Workforce Monitoring Report to the Council designed to demonstrate the extent to which the workforce is representative of the local demographic profile.
- 3.7.37 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

3.8 Safeguarding

Overall Requirement

- 3.8.1 All activities and programmes involving young people and vulnerable persons are carried out adhering to legal and best practice safeguarding standards.

Performance Standards

- 3.8.2 All staff delivering services to or in contact with children and young people and adults at risk must have a Disclosure and Barring Service (DBS) check in line with DBS guidelines. The Operator will be responsible for all costs relating to DBS checks.
- 3.8.3 The Operator must comply with all safeguarding Legislation, statutory guidance and the Council's Safeguarding Policies to ensure all children, young people and adults at risk are protected from abuse and neglect. The current policies can be found in Appendix 9 – Safeguarding Policy for

Vulnerable Adults and, Safeguarding and Child Protection Policy. All staff must be registered where a professional register exists.

- 3.8.4 The Operator will be required to submit their Safeguarding Policy and procedures for review before the Commencement Date, whenever the policy or procedures are amended and whenever deemed necessary by the Council during the Contract term.
- 3.8.5 All new staff are required to undergo safeguarding training prior to commencing work within the Facilities or the Active Communities Programme.
- 3.8.6 Existing staff are required to have refresher training on safeguarding as a minimum annually or when there are significant changes to Legislation or to the Council's Safeguarding Policies.

Reporting Requirements

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

3.9 Equalities

Overall Requirement

- 3.9.1 The Services provided adopt a holistic and inclusive approach to equality of access and participation for all users, regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

Performance Standards

- 3.9.2 The Operator shall employ sufficient staff, coaches and instructors currently qualified to promote and foster an inclusive approach to the provision of services with appropriate equality and diversity training, disability inclusion training and specialist training for staff delivering instruction or classes.
- 3.9.3 All new staff are required to undergo equality and diversity training and disability inclusion training prior to commencing work within the Facilities or the Active Communities Programme. This shall also include all head office staff that visit public facing areas, and specialist contractors involved in the delivery of services.
- 3.9.4 All staff delivering services are required to undergo regular (at least once every two years) recognised equality and diversity training and disability inclusion training.
- 3.9.5 The Operator must comply with all equalities Legislation, statutory guidance and the Council's Equalities Policy to ensure equality of opportunity for service users in our communities. The current policy can be found in Appendix 10 – Equalities Policy.
- 3.9.6 The Operator will be required to submit their Equalities Policy for review before the Commencement Date, whenever the policy is amended and whenever deemed necessary by the Council during the Contract term.
- 3.9.7 The Operator will be required to undertake equalities monitoring of its staff and of users of the Services, at least annually and in accordance with all relevant data protection Legislation.
- 3.9.8 The Operator shall implement, where appropriate, guidance on equalities provided by National Governing Bodies including but not limited to Sport England and Public Health England.

Reporting Requirements

- 3.9.9 The Operator shall submit an annual Equalities Monitoring Report to the Council providing a breakdown of equalities information relating to staff employed and users of the Services.
- 3.9.10 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

3.10 Cleaning and Housekeeping

Overall Requirement

- 3.10.1 Facilities that are maintained to a high level of cleanliness so as to provide a healthy, high quality and safe environment for all customers, allowing for efficient and effective operational use of the Facilities and promoting a positive image of the Facilities at all times.

Performance Standards

- 3.10.2 The Operator shall provide cleaning services in the Facilities as required over the Contract Period to meet the Overall Requirement described in paragraph 3.10.1 and ensure that the Facilities are 'visibly clean' at all times.
- 3.10.3 The Operator shall be aware, and factor into its Cleaning Schedule, that some cleaning requirements may, of necessity, require to be undertaken outside the public opening hours or need to be more intensive when events dictate e.g. on open days/special events.
- 3.10.4 The Operator shall ensure that cleaning schedules are designed to meet cleaning requirements during peak periods and to minimise customer inconvenience.
- 3.10.5 The Operator shall ensure that the Facilities are consistently maintained to the standard of cleanliness set out above. The Operator shall determine the precise nature of cleaning required in each Facility depending upon the design, interior fitment and decoration of the buildings and usage level.
- 3.10.6 The Operator shall determine the cleaning frequency for each area within the Facilities as required to maintain a high-level of cleanliness at all times.
- 3.10.7 The Operator shall be responsible for litter picking, sweeping and litter bin emptying in all external areas in accordance with Appendix 6 Site Boundaries and Plans.
- 3.10.8 The following standards are required to be met by the Operator:

a) Routine Cleaning

- 3.10.9 The Operator shall carry out routine (planned) cleaning at times that causes minimal or no disruption to the use of the areas being cleaned. The Operator shall supplement routine cleaning with continuous and spot cleaning to achieve a consistently high quality of cleanliness and finish at all times. The Operator shall carry out other non-routine cleaning in order to achieve the Overall Requirement.

b) Reactive Cleaning

- 3.10.10 The Operator shall provide non-routine (reactive) spot cleaning requirements on a continual basis as required in all the Facilities. The Operator shall ensure that the Facility is comprehensively monitored for non-routine cleaning and this cleaning is undertaken as and when necessary and in

accordance with the agreed procedures for reactive cleaning as set out in the Operator's quality management system.

- 3.10.11 The Operator shall ensure that all cleaning materials and equipment are appropriate for the job required and are used in accordance with the manufacturer's instructions, British Standards and relevant health and safety requirements.

c) Deep and High-Level Cleaning

- 3.10.12 The Operator shall develop a robust schedule of 'deep and high-level cleaning' to maintain the required standards of cleanliness. This shall include high level cleaning and deep cleaning of Facilities both internally and externally.
- 3.10.13 If, in the reasonable opinion of the Council, standards of cleanliness or hygiene fall below an acceptable level, the Operator will be required to rectify this immediately.

Reporting Requirements

- 3.10.14 As part of the ongoing capture of customer satisfaction, the Operator will provide robust information on customer satisfaction with cleanliness of each of the Facilities.

3.11 Catering and Vending

Overall Requirement

- 3.11.1 A high quality, value for money service, which offers a range of appetising and nutritious food and drink to customers including a full range of healthy food options.
- 3.11.2 Provision of a limited range of foods that are high in salt, sugar and saturated fats.
- 3.11.3 Clear guidance using a traffic light system (or similar) on the relative levels of salt, sugar and saturated fats in all food items.

Performance Standards

- 3.11.4 The Operator shall ensure that as a minimum, the existing catering and vending areas provided at each Facility continue to be provided, unless otherwise agreed with the Council.
- 3.11.5 The catering activities which shall be undertaken by the Operator include but are not limited to:
- Compiling a nutritionally well-balanced menu to primarily feature healthy food and drink and ability to cater for special dietary requirements
 - Offering a wide range of affordable meals, snacks and beverages which address the needs of all user groups, reflecting current trends with daily specials and seasonal variations
 - Ensuring that all menus are reviewed on at least an annual basis
 - Providing a counter service of food and beverages
 - Providing a catering service for children's parties including healthy party food options at no additional cost
 - Providing vending machines offering a wide range of affordable hot and cold drinks, light snacks/limited selection of confectionery and healthy food and drink options. The number/type of vending machines at each Facility must be agreed with the Council.
- 3.11.6 The Operator shall provide a comprehensive food and drink selection that caters for different groups of customers as well as different dietary requirements, including provision for:

- NGBs, elite athletes and sports coaches
 - Community, club, disability and school customers
 - Commercial customers such as conference delegates
 - Staff members and volunteers
 - Group/individual visitors and spectators
 - Vegetarians, vegans and persons with particular dietary needs e.g. gluten-free
 - Diverse cultural and religious background of customers and the local community
 - Customers at special functions such as events, celebrations etc.
- 3.11.7 The Operator shall obtain and/or renew licences as necessary for the provision of the catering services.
- 3.11.8 The Operator shall sub-contract catering services including vending on the basis that the Overall Requirement set out above is met.
- 3.11.9 The Operator shall ensure that a healthy, balanced menu is offered in the catering facilities that is updated frequently. The Operator shall ensure that the marketing associated with the catering facilities focuses on and promotes healthy eating options and links to local healthy eating campaigns and key health messages identified through Public Health agencies. The Operator shall ensure that healthy vending options are offered in the Facilities.
- 3.11.10 The Operator shall promote and develop healthy food and beverage products by:
- linking calorific intake to activity levels for a balanced lifestyle with clear labelling
 - ensuring food and beverage offers are based around healthy options and choices, using this as an opportunity to educate and promote the benefits of healthy eating to our customers and the general public
 - promoting a new attitude towards healthy eating with a responsible approach to educating customers.
- 3.11.11 The Operator must adhere to other policies regarding appropriate places for consumption (away from activity areas) and sale of inappropriate products such as chewing gum.
- 3.11.12 The Operator must comply with all relevant current food hygiene Legislation and the Food Safety Act 1990 and associated regulations, such as the Food Safety and Hygiene (England) Regulations 2013.
- 3.11.13 The Operator shall achieve a rating of '4' or above, as determined under the national Food Hygiene Rating Scheme, within six months of the Commencement Date and must maintain at all times throughout the Contract Period.
- 3.11.14 The Operator shall ensure that all food handlers are qualified to Level 2 Food Safety & Hygiene for Catering (to be refreshed at least every three years) and are trained in the Facility's Food Safety Management System.
- 3.11.15 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.
- 3.11.16 The Operator shall ensure that trays, litter and other debris are cleared away and tables wiped and sanitised periodically to provide a tidy and clean environment at all times.
- 3.11.17 The Operator shall ensure that as a minimum the catering services shall be subject to an annual independent hygiene audit on an unannounced basis by a competent (EHRB-registered) person(s).

- 3.11.18 The Operator shall ensure that catering service satisfaction is measured as part of the ongoing collection of customer feedback.
- 3.11.19 The Operator shall ensure that the provision of the catering service complies in all respects with relevant health and safety regulations, including the need for suitable and sufficient documented risk assessments. The Operator shall ensure that appropriate safe methods of work 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 they co-operate and co-ordinate with other duty-holders in respect of health and safety matters.
- 3.11.20 The Operator shall ensure that all accidents and near misses are recorded in accordance with health and safety regulations and its own procedures and in accordance with paragraph 3.14 Health and Safety Management, and that any incidents are reported in accordance with RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 1995).
- 3.11.21 The Operator shall ensure that locally sourced fresh produce suppliers are used wherever possible to contribute to the local economy and improve sustainability.

Reporting Requirements

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

3.12 Marketing, Research and Communication

Overall Requirement

- 3.12.1 An approach to Marketing, Research and Communication that promotes the Facilities and the Active Communities Programme in a way that best meets the Council's Strategic Priorities and contributes towards its wider local Strategic Outcomes.

Performance Standards

- 3.12.2 The Operator will be required to market and promote the Services by means of the complete range of marketing communications at their disposal.
- 3.12.3 The Operator shall develop a detailed Marketing Plan for the Facilities and the Active Communities Programme to ensure that current and potential customers are made aware, through a wide range of promotional channels, of the Services being offered and are encouraged to use and reuse the Services. This plan shall promote community services alongside 'commercial' activities alongside centre memberships.
- 3.12.4 The Operator shall carry out an ongoing programme of research that captures the needs and views of both service users and non-users.
- 3.12.5 The Marketing Plan shall identify the approach to marketing to be undertaken by the Operator to attract and retain users resulting in increased exercise participation, particularly amongst those from priority groups that have been identified as less active or inactive.
- 3.12.6 The Operator is required to work closely with the Council and its partners in the delivery of the Services. This will include a requirement for the Operator to manage all display areas within the Facilities including those used for cross-venue selling, proactively requesting and updating material for inclusion.
- 3.12.7 The Operator will be responsible for monitoring the publicity material displayed by clubs and

other hirers of the Facilities to ensure material is up to the standard agreed by the Council and the Operator, and that permission is requested by clubs and hirers in the first instance.

- 3.12.8 The Operator shall ensure that all marketing materials are branded in accordance with the Council's guidelines. The Operator shall ensure that consideration is given to uniformity of branding, for example, colour schemes, designs and styling across the Facilities.
- 3.12.9 The Operator will be required to install the necessary ICT capacity to enable it to use the latest relationship and digital marketing techniques including a website with booking and transactional capability, mobile phone apps, social media and targeted communications including email and texting.
- 3.12.10 The Operator will be required to use an ICT suite that can analyse their existing members and identify where inactive residents live within the local area to deliver targeted campaigns and outreach programmes to key priority groups.
- 3.12.11 The Operator will support Think Active (or equivalent) through promoting their activities and supplying them with updates on the Operator's programmes.
- 3.12.12 The Operator shall link in with key Public Health awareness days locally, using JSNA data. This will look at needs identified in the JSNA and working in partnership with other service providers to deliver a consistent message.
- 3.12.13 The Operator must ensure that the Services have strong branding which links to the Council's Strategic Priorities and enhances the reputation of the Council. This shall incorporate the Facilities and the Active Communities Programme.
- 3.12.14 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 reflect the Council's objective to raise the profile of the Facilities and increase participation in sport and physical activity.
- 3.12.15 The Operator shall have a digital marketing platform that is used to communicate targeted messages to specific groups or localities.
- 3.12.16 The Operator shall ensure that the Marketing Plan is prepared in consultation with and approved by the Council.
- 3.12.17 The Operator shall ensure that the Council's name and logo appears and is of equal size and prominence as the Operator's logo on external signage, signage in reception areas and all promotional mediums including websites and published material relating to the Services.
- 3.12.18 The Operator must have a planned approach to relationship and digital marketing and carry out full evaluations of this including website hits, downloads, open email etc.
- 3.12.19 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, in a prominent location close to the main entrance to the Facilities and in full view for all customers.
- 3.12.20 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.

- 3.12.21 The Operator shall ensure that at all times the Facilities are open to customers; there is always digital and printed information available on the opening hours of the Facilities, services, activities and prices. The Operator shall ensure that such information on display and in publication or advertisement is up to date, accurate and attractively presented.
- 3.12.22 The Operator shall ensure that this information is also made available to all local Tourist Information Centres, other departments of the Council, other sports facilities throughout the District, all public libraries and, where appropriate, to local clubs and organisations.
- 3.12.23 The Operator shall ensure that no publicity material or notices are produced or displayed in handwritten form.
- 3.12.24 The Operator shall ensure that all standards laid down by the Advertising Standards Council and Trading Standards Board are adhered to at all times.
- 3.12.25 The Operator shall provide appropriate versions of published materials for people with protected characteristics as defined in the Equality Act 2010.
- 3.12.26 The Operator shall, with the Council's prior written approval in accordance with this Contract, sell a limited amount of advertising space within the Facilities. The Operator shall not negotiate any agreement with any third party beyond the Expiry Date of the Contract.
- 3.12.27 The Operator shall promote joint programmes set up with partners and promote partner websites through web links at no charge to the partner.
- 3.12.28 The Council reserves the right to make use of appropriate display space within the Facilities, free of charge, for promotional and publicity material.
- 3.12.29 The Operator shall, from time to time, support activities being run by the Council either through cross-promotion or by being present at an event.
- 3.12.30 The Operator shall ensure that club noticeboards are retained and clearly named, and that no information shall be displayed outside of the noticeboard area.
- 3.12.31 The Operator shall ensure that no publicity material whatsoever is affixed to walls, doors, glass or any surface with clear adhesive tape or adhesive putty e.g. blue tack.
- 3.12.32 The Operator may seek sponsorship for events and activities. The Council reserves the right to veto any sponsorship, which could result in reputational risk or damage to the Council.
- 3.12.33 The Operator shall ensure that no advertising/publicity material likely to cause offence to or mislead the public, or cause embarrassment to the Council is used. The Council reserves 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 result of the removal of such material.
- 3.12.34 Should the Operator wish to enter into any third party sponsorship/advertising agreements/promotion, such arrangements must be approved in advance in writing by the Council.
- 3.12.35 The Operator shall adopt a partnership approach to external communications by submitting draft copies of any press releases or media statements to the Council for approval prior to them being issued. The Council shall be permitted to include a statement from its own officers or Elected Members as part of the communication if deemed relevant.
- 3.12.36 The Operator shall ensure that compliance with the Marketing Plan is assessed annually.

Reporting Requirements

- 3.12.37 The Operator shall ensure that a Marketing Plan is submitted to the Council in accordance with the Meetings and Reporting requirements in this Services Specification.
- 3.12.38 The Operator shall ensure that a report on progress against the Marketing Plan and any failure to deliver the Overall Requirement set out above is submitted as part of the Quarterly Performance Report.

3.13 Data and ICT Management

Overall Requirement

- 3.13.1 The provision of a robust, innovative Information and Communications Technology (ICT) system that enables a high quality of customer service and can comprehensively record, track and report on customer profiles and visit behaviour. This will enable the Operator and the Council to effectively measure the Operator's performance in meeting the Council's Strategic Priorities and contribution towards wider local Strategic Outcomes through the measurement of Performance Indicators.
- 3.13.2 Contractual obligations are set out in Clause 19 (Performance Monitoring) of the Contract.

Performance Standards

- 3.13.3 The Operator shall ensure that fully functioning and efficient ICT systems are maintained throughout the Services for the duration of the Contract.
- 3.13.4 The Operator shall be the custodian and controller of customer and operational data. All of the data captured, including Direct Debit membership data and originator numbers, will be deemed as being owned by the Council with the Operator acting as the managing agent. The Operator must provide a web link for authorised Council officers to have 'read only' access to customer and operational data within its ICT system. The data must be handed back in full to the Council at the end of the Contract at no cost to the Council and the Operator shall not make copies or store the data for its own subsequent use.
- 3.13.5 Where data has been gathered as part of a grant-funded programme, it must be stored securely for a period of 6 years after the project has finished or longer if specified by grant conditions.
- 3.13.6 Participation data shall be shared openly in compliance with OpenActive data standards. The main booking system shall work on common OpenActive data standards.
- 3.13.7 The Operator is encouraged to participate in sector initiatives (such as DataHub¹ and Open Active²) supporting the standardisation and processing of participation data to generate sector wide insight and valuable benchmarks that can be used to track performance and understand best practices for continuous improvement across all local authorities and operators. The Operator's ICT system must have, as a minimum, the following capability:
- Online bookings and payments, block bookings and Facility hire
 - A fully integrated swipe card membership system which allows authorised entry into designated areas regardless of where the membership was initially taken out by the customer (subject to membership status)

¹ DataHub <https://web.datahubclub.com/>.

² Open Active <https://www.openactive.io/>.

- Usage and membership tracking enabling the Operator to track participation and collect the information required for the Key Performance Indicators. This also includes tracking usage of priority groups and postcode analysis to enable tracking of participation by underrepresented groups and residents from priority areas
- Real time tracking of income and expenditure
- Online training and web performance
- Data sharing protocols with partners
- Comprehensive database of customer groups accessible by authorised staff at all customer reception points.

3.13.8 The Operator must ensure that all data is protected through appropriate security protocols and related Legislation; in particular, the Data Protection Act 2018, which is the UK's implementation of the General Data Protection Regulation (GDPR). Additionally, the Operator must comply with General Data Protection Regulation (EU) 2018, the Freedom of Information Act 2000 and any subsequent Legislation relating to the management and use of data. The Operator must ensure the safeguarding of customer data and that all staff with access to the data are appropriately screened as set out in Appendix 9 of this Schedule.

3.13.9 The Operator shall ensure that its administration and finance systems are digitally based and compatible with the Council's systems (e.g. Microsoft Office).

Reporting Requirements

3.13.10 The Operator is required to make best use of its ICT systems to report on the Performance Indicators linked to the Council's Strategic Priorities and contribution towards wider local Strategic Outcomes.

3.13.11 The Operator shall submit details of any failure to provide open data as part of the Quarterly Performance Report.

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

3.13.13 Should the Council wish to analyse any specific ICT reports, the Operator must produce the relevant report within seven Business Days from the initial request.

3.14 Health and Safety Management

Overall Requirement

3.14.1 Facilities and Services that fully comply with all relevant Health and Safety Legislation, guidance and recognised industry best practice.

3.14.2 Facilities and Services that implement continuous improvement of health and safety management capturing and implementing learning and good practice throughout the Contract Period.

3.14.3 Provide a Service that demonstrates keeping people acceptably safe, avoiding life-changing injuries and compliance with health and safety Legislation and guidance as a minimum standard of acceptable performance.

3.14.4 Provide a Service that demonstrates improvement in the health, safety and welfare standards for people over the duration of the Contract.

Performance Standards

- 3.14.5 The Operator must comply with all relevant Health, Safety and welfare Legislation including specifically the Health and Safety at Work etc. Act 1974.
- 3.14.6 The Operator must implement and maintain a Health and Safety Management System that conforms to the HS(G)65 or ISO 45001 model.
- 3.14.7 The Operator must maintain a system or facility to provide competent health and safety advice.
- 3.14.8 The Operator must provide at least one member of staff of sufficient authority and responsibility who will act as the “Appointed Person” for Health and Safety on a regional basis. This person must hold the NEBOSH National Certificate in Health and Safety or equivalent and must be written into policy and job description. This job role will act as the Contract coordinator for all matters relating to health and safety.
- 3.14.9 All health and safety documentation shall be available for inspection by the Council or other authorised bodies/persons at any reasonable time.
- 3.14.10 The Operator shall have documented arrangements to review all new, updated and existing relevant guidance relating to the management of health and safety in sports and leisure facilities and services.
- 3.14.11 The Operator shall submit to the Council a Health and Safety Policy including the following written documents upon contract commencement:
- Written policy on all appropriate safety training guidelines
 - Risk assessments for tasks and activities with significant risk
 - Codes of practice for safe work.
- 3.14.12 And the following within the first three months of the Contract Period:
- Written policy for staff in reporting/dealing with violence
 - Written policy on incidents and accidents
 - Evidence compliance with HSG 179
 - Codes of safe working practices
 - Risk Assessment Guidelines
 - Codes of Safe Working Practice.
- 3.14.13 All of the above documents shall be reviewed by the Operator annually and when there is reason to believe improvements may be needed, e.g. following an incident, on the introduction of new Legislation or working practices, and on the introduction of new equipment, plant or staff.
- 3.14.14 The Operator shall conduct a review of the strategic risks of the organisation and operation and use this as the basis of the safety management system and for business planning. The strategic risk assessment shall be reviewed at least annually by the senior management team and the results of this review will be available to authorised persons.
- 3.14.15 The Operator shall comply with all relevant regulations including the requirements of the Management of Health and Safety at Work Regulations 1999, and in particular, the duty to make suitable and sufficient Risk Assessments of all the significant hazards associated with the premises, operations and services under their control.
- 3.14.16 The Operator shall carry out risk assessments which shall be updated and reviewed at least

annually and be available to the Council at any time.

3.14.17 The Operator shall carry out risk assessments and revise them:

- if there is an accident or incident where a change is required to prevent a recurrence
- if a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
- before and after a new item of plant or equipment is purchased for use which may change the risk or operation
- if a change to the building or premises is planned where new/revised arrangements for its safe use will be needed
- when there is a significant change of staff carrying out the task.

3.14.18 The Operator shall consult with staff on safety issues that affect their safety.

3.14.19 The Operator shall consult with industry bodies, user groups and neighbours on safety issues that affect the safety of people when deciding policy, conducting risk assessments and agreeing actions to prevent accidents e.g. as part of an accident investigation process.

3.14.20 The Operator shall arrange for a competent person(s) to complete annual Fire Risk Assessments. These shall be reviewed and updated whenever necessary. The Operator shall ensure that copies are available to all staff, neighbours, tenants and landlords 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.

3.14.21 The Operator shall provide safe and up-to-date working procedures for all activities, equipment, cleaning, maintenance and rigging/de-rigging tasks undertaken by staff.

3.14.22 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 safeguarding, health and safety at work, fire and emergency arrangements. This includes the relevant sections of the Asbestos register, COSHH assessments and the regular recording and "signing-in" of sub-Operators (permit to work system).

3.14.23 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.

3.14.24 The Operator shall comply with all requirements of the Health and Safety (First-Aid) Regulations 1981 as amended, including the provision and maintenance of adequate equipment, facilities and first aid personnel.

3.14.25 The Operator shall ensure arrangements for first aid cover for customers, visitors and participants based on the operation and activities are in place.

3.14.26 The Operator shall ensure that first aiders are suitably trained and retrained as required, and that both employees and customers are adequately informed of the arrangements made in connection with first aid.

3.14.27 The Operator shall physically check the first aid equipment, including any defibrillators (AEDs) and supplies, weekly and shall ensure that a record of such checks is available for inspection by the Council.

3.14.28 The Operator shall ensure that the Facilities have a minimum of one trained first aider on site at

any time during opening hours when customers are on site.

- 3.14.29 The Operator shall display information on how to obtain appointed first aiders in a prominent position in the reception area at each Facility.
- 3.14.30 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. A training needs analysis will be conducted to plan training requirements which will include all job roles.
- 3.14.31 The Operator shall maintain a record of all training undertaken by staff with respect to health and safety training. The record shall include records of what knowledge or skill the person obtained.
- 3.14.32 The Operator shall include health and safety training in the staff induction programme and provide appropriate refresher training in accordance with industry guidance.
- 3.14.33 The Operator shall ensure that all signs relating to exits and fire exits are to the standards required by health and safety Legislation and the requirements of Fire and Licensing Officers in respect of both general operation and special events. For the avoidance of doubt, the Operator shall by default be the 'responsible person' as defined by the Regulatory Reform (Fire Safety) Order 2005 unless a suitable alternative is agreed in writing in the Contract.
- 3.14.34 The Operator shall ensure that all exit routes are not blocked at any time, are cleared of rubbish, debris and obstruction and are checked regularly as part of daily inspections for ease of exit.
- 3.14.35 The Operator shall maintain records of cleaning and maintenance of plant and equipment relevant to the minimisation of any possible infectious diseases, in particular with respect to:
- Air conditioning and ventilation systems
 - Swimming pool water
 - Showers, toilets and hot water systems
 - Pest control.
- 3.14.36 The Operator shall maintain records of inspection and testing in accordance with the statutory scheme outlined by a competent person to maintain safety, in particular with respect to:
- Air conditioning and ventilation systems
 - Electrical systems
 - Pressure systems
 - Lifting equipment
 - Ventilation and air handling equipment
 - Fuel and heating systems
 - Machinery guarding
 - Boilers, condensers, engines and pumps (e.g. those covered above, and which could through poor maintenance, fitting or operation produce CO).
- 3.14.37 The Operator shall ensure that any and all cooling towers or evaporative condensers are notified to the licencing authority with correct and up to date details in compliance with the Notification of Cooling Towers and Evaporative Condensers Regulations 1992.
- 3.14.38 The Operator must maintain records of precautionary measures carried out and of monitoring results. If monitoring shows an increased level of risk, or changes are made to a system or the way it is operated, the Operator must inform the Council and, if necessary, carry out a new risk assessment.

- 3.14.39 The Operator shall ensure that every employee and temporary employee and agency worker receives a suitable induction which covers the safety policy expectations, safe working practices and the controls required to conduct their job safely. The induction shall also cover how to get assistance and how supervision is provided. Each person being inducted must provide evidence that they have read and accepted the information and know how to get further help. e.g. by way of a short test, exam or demonstration of skills to perform the role, or all or a mix of these things as appropriate.
- 3.14.40 The Operator shall provide sufficient numbers of qualified employees to be present at all operating times across the Facilities to ensure the safety of employees, customers and sub-contractors.
- 3.14.41 The Council reserves the absolute right to, at any time, issue instructions to the Operator prohibiting unsafe practices and, if necessary, require the closure of any Facility in the interests of Health and Safety.
- 3.14.42 Any facility or equipment in an unsafe condition shall be withdrawn from use immediately and stored safely until the necessary repairs can take place. A log of these items of equipment, plant or locations shall be maintained and made available to the Council.
- 3.14.43 The Operator shall permit access at all times during the Minimum Opening Hours to all areas of the Facilities by the Council, 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 provide assistance to these officers as requested and in accordance with both Parties' legal obligations and in the interests of ensuring safety and good working practices and healthy business relationships.
- 3.14.44 The Operator will inform the Council by the quickest practicable means, of any visit, inspection, or inquiry made by any Enforcement Authority (HSE, Fire Officer etc.) in connection with their undertaking, and of any subsequent enforcement action, including informal advice.
- 3.14.45 The Operator shall ensure that all aspects of the Personal Protective Equipment Regulations 2002 are adhered to and that suitable hearing, respiratory and eye protection is provided as necessary.
- 3.14.46 The Operator shall set out the levels, types and quantities of protective clothing and equipment to be provided for each job role and/or operation. The Operator shall also detail the minimum frequency with which all protective clothing and equipment shall be replaced. The Operator will conduct an assessment of the use and suitability of the selected PPE and will ensure that training on its use, limitation, fitting and replacement are provided before it is expected to be used.
- 3.14.47 Records of issue of PPE to employees shall be kept by the Operator and made available for inspection by the Council when required.
- 3.14.48 The Operator shall at all times ensure compliance with maximum occupation levels for each area within the Facilities as stipulated in the Fire Risk Assessment and/or Public Entertainments Licence if applicable.
- 3.14.49 The Operator shall monitor and maintain 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.
- 3.14.50 The Operator shall control public throughput of the Facilities to a level that does not jeopardise the health and safety of customers, reduce hygiene standards or compromise the provision of a quality service.

- 3.14.51 The Operator shall ensure that an induction session is carried out for all fitness gym customers, including customer responsibilities around cleaning down equipment post use to assist with infection control in the community. If the customer is an experienced fitness gym user and is unwilling to undertake an induction, the customer must sign a disclaimer stating that they are an experienced gym user and do not require an induction. The Operator shall keep records of induction sessions and make them available for inspection by the Council when required.
- 3.14.52 The Operator shall complete a registration pack in accordance with OFSTED requirements for all customers of the Children's Holiday Schemes. The Operator shall carry out suitable and timely risk assessments for all Children's Holiday Schemes.
- 3.14.53 The Operator shall ensure that all catering services provided by the Operator or concessions and event contractors are in accordance with the Food Safety Act 1990 and the regulations and orders made thereunder and with particular regard to any existing Food Hygiene Orders.
- 3.14.54 The Operator shall submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and shall inform the Council in writing of any subsequent alterations necessary because of changes in Legislation, changes in the Facility or improvements to the procedures.
- 3.14.55 The Operator shall provide all staff, where necessary, with instructions regarding emergency procedures, fire procedures including check/inspection and test procedures. The Operator shall ensure that all staff are fully conversant with such procedures and use of emergency equipment from the start of employment.
- 3.14.56 The Operator shall strictly enforce all fire safety regulations and shall carry out practice evacuation drill at least every six months on a scheme which covers all opening scenarios over time. A record of the event, and corrective actions to ensure safe evacuation in future shall be maintained. This record shall include details of staff taking part and time taken for evacuation.
- 3.14.57 The Operator shall ensure that regular checks are taken on firefighting equipment, including an annual service of such equipment by a recognised company. The Operator shall ensure that suitable firefighting equipment cover is maintained at all times.
- 3.14.58 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, are properly and clearly labelled on their containers, and comply with the relevant Control of Substances Hazardous to Health Regulations 2002 (as amended). The Operator shall provide staff with training based on written procedures on the safe storage and handling of any hazardous substances. The Operator must also ensure COSHH data sheets are easily accessible at each Facility, for ease of reference should an accident involving any chemicals occur.
- 3.14.59 The Operator shall have a system to ensure that all cleaning materials substances and chemicals and equipment are appropriate for their required function and are used safely.
- 3.14.60 The Operator shall be responsible for ensuring compliance with all relevant Legislation, recommendations, regulations or Acts of Parliament with respect to the reporting of accidents, injuries, dangerous occurrences and diseases. This will include maintenance of all documentation and notification to the HSE or Enforcing Authority in accordance with RIDDOR.
- 3.14.61 The Operator shall maintain comprehensive records of:
- All injuries involving staff, members of the public and sub-contractors that are reported.

- All staff training on the procedures for reporting incidents and accidents, who the nominated persons are and what information will be required.
- The persons nominated to complete accident reports and complete RIDDOR reports.
- Evacuations, emergencies, dangerous occurrences and unusual incidents occurring at the premises.
- Reports made in accordance with RIDDOR.

- 3.14.62 The Operator shall ensure that any RIDDOR reportable incident is reported to the Council within the required time period of its occurrence.
- 3.14.63 The Operator shall ensure that incident and accident investigations are conducted in proportion to the potential severity and likelihood of recurrence of the events preceding the incident. Records of action needed and taken to prevent reoccurrence must be retained indefinitely for the period of the Contract and handed to the Council at the end of the Contract.
- 3.14.64 Records include details of any relevant actions taken/to be taken shall be made available to the Council at any time.
- 3.14.65 The Operator shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place as part of the safety management system for the operation.
- 3.14.66 The Operator shall ensure that only competent contractors can work at the Facilities and that records of competence for individuals and companies conducting work are retained for the life of the system in question.
- 3.14.67 The Operator shall ensure that only authorised personnel are permitted in non-public areas of the Facilities, such as offices, plant rooms, storage areas etc. Clearly visible signs shall be displayed to this effect and suitable security systems in place to restrict unsafe and criminal access.
- 3.14.68 Suitable security systems shall be in place to restrict child access to unsuitable or unsupervised places around the Facilities. This would include a pool hall when not supervised.
- 3.14.69 The Operator shall enforce the Smoking at Work Act 2007 which relates to smoking in public places and ensure that there is no smoking of cigarettes and e-cigarettes or any tobacco or substitute tobacco indoors or close to entrances and windows.
- 3.14.70 The Operator will determine, implement and enforce a written access and behaviour standard for the Facilities. This must be posted prominently in the reception area or similar location. Staff must be trained to deal with people or situations which breach the standard. Breaches of the standards must be recorded as an 'incident'.
- 3.14.71 The Operator's staff shall cooperate fully with the Council in any investigation or enquiry carried out in respect of the operation of the Facilities or any incident which may have occurred therein or any insurance claim which may arise from the use of the Facilities, including cooperation in the preparation of legal proceedings and availability and attendance at any Court or enquiry to give evidence on behalf of the Council, at no cost to the Council.

Reporting Requirements

- 3.14.72 The Operator will produce a Health and Safety Management Plan endorsed by the most senior managers and operational management at each Facility.
- 3.14.73 The Operator will review performance against the Health and Safety Management Plan at least

annually and provide a copy of the review findings and the new plan to the Council one month before the start of each subsequent Contract Year. The performance review will consider:

- Accident rate (per 100,000 employees and per 100,000 footfall visitors or other agreed metric)
- Accident severity (number of days lost)
- Near misses reported and action taken/closed out
- Incidence of ill health absence
- Complaints
- Number of unsafe situation reports, and corrective actions taken (e.g. from results of inspections or other monitoring activity)
- Cost and number of Health and Safety specific training hours conducted
- Reports from Enforcement bodies
- The results of any monitoring activities e.g. inspections, engineering reports, external audits
- The level of compliance with contractors and sub-contractors relating to competence, permit to work, risk assessments and accidents.

3.14.74 The Operator must work closely with the Council to complete its Quest Compliance Declaration on an annual basis.

3.14.75 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 Facility.

3.14.76 The Operator shall provide a summary of all accidents, incidents and near misses occurring at the Facilities as part of the Quarterly Performance Report.

3.14.77 The Operator shall maintain records of precautionary measures carried out in respect of Legionella prevention and control and of monitoring results.

3.14.78 The Operator is required to commission, at its own cost, an annual independent Health and Safety review and audit of each Facility for submission to the Council.

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

3.15 Major Incident Reporting

Overall Requirement

3.15.1 The Operator shall ensure that the Council, and if appropriate, all other relevant authorities (e.g. Police, Fire, HSE etc.) are made aware of all major incidents and near misses as soon as possible.

Performance Standards

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

3.15.3 The Operator shall ensure that all major incidents at the Facilities or in the Active Communities Programme are reported to the Council by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email within two Business Days of the incident.

- 3.15.4 The Operator shall ensure that, in the event of an incident relating to security, severe injury as defined by RIDDOR or death or any other Emergency occurring within the Service, the incident is reported to the Council by telephone at the earliest opportunity (and within no more than one hour), followed by a full report by email within two Business Days of the incident.

Reporting Requirements

- 3.15.5 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.
- 3.15.6 The Operator shall ensure that following any emergency, a full report of the actions taken and the implications for future operations are provided to the Council within two Business Days of the incident. 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.
- 3.15.7 The Operator shall provide a summary of all accidents, incidents and near misses occurring at the Facilities or in the Active Communities Programme as part of the Quarterly Performance Report.
- 3.15.8 The Operator shall ensure that details of any failure to maintain the required Performance Standards set out above shall be included as part of the Quarterly Performance Report.

4 ASSET MANAGEMENT REQUIREMENTS

4.1 Asset Management Capital and Revenue Funding

- 4.1.1 The Operator is responsible for meeting the costs of all planned and reactive maintenance, lifecycle replacement and equipment maintenance and replacement, excluding those items listed as the responsibility of the Council in Appendix 7 Lifecycle Replacement Responsibility Matrix.
- 4.1.2 The Council is responsible for the maintenance of the core fabric of the Facilities.

4.2 Building Maintenance

Overall Requirement

- 4.2.1 That all buildings, plant and equipment included in the Contract are maintained to a high standard to ensure a high quality customer experience, to conform with Legislation and statutory requirements and to maximise the lifecycle of the Council's assets.
- 4.2.2 That all building fabric, fittings, assets and equipment are replaced as specified in this Contract and in accordance with Appendix 7 Lifecycle Replacement Responsibility Matrix.

Performance Standards

- 4.2.3 The Operator shall be responsible for repair and maintenance of all buildings, assets, plant and equipment at the Facilities (including the renewal/replacement of parts to minor/major plant and equipment that is required through general maintenance/or normal wear and tear) excluding those items listed in Appendix 7 Lifecycle Replacement Responsibility Matrix that are shown as being the Council's responsibility for replacement.
- 4.2.4 The Council shall repair, maintain and replace the following items of the Facilities so that they remain structurally sound, wind protected and watertight:
 - a) The structure of the buildings to include foundations and underground services (excluding those belonging to statutory undertakers), structural steelwork and concrete, load-bearing walls and beams (but not the plastered surfaces or finishes of such walls and beams), external walls, roofs, ramps, staircases and floor structure (but not the tiles, surfaces or coverings)
 - b) Access roads, kerbs, car parks and external drains (excluding the pumping station at Southam Leisure Centre and the pumped manhole/chamber at Shipston Leisure Centre)
 - c) External landscaping and pathways
 - d) Renewal or replacement of plant, assets and equipment listed in Appendix 7 Lifecycle Replacement Responsibility Matrix as being the Council's responsibility.
- 4.2.5 The Operator shall ensure that all repair, maintenance and servicing of plant, assets and equipment is undertaken by at least two full-time maintenance engineers (or equivalent) working exclusively for this Contract.
- 4.2.6 Without prejudice to the generality of paragraph 4.2.3, the Operator is responsible for the repair and maintenance of the building, including maintaining floor, ceiling and wall coverings and finishes (including the resealing of all sports floors), the sanding of any squash court floors and plastering repairs of squash court walls, maintaining internal decorations, sanitary ware, all

internal/external glazing, repairs and adjustments to internal and external doors, skylights and windows including ironmongery; and the cleaning and clearing of rainwater goods and drains, traps and waste pipes.

- 4.2.7 The Operator is responsible for the repair, maintenance and lifecycle replacement of all ICT, telephone and associated data systems.
- 4.2.8 The Operator is responsible for the repair and maintenance of all external fencing and signage at the Facilities; the floodlighting attached to Stratford Leisure Centre; the column-mounted floodlighting for the Artificial Turf Pitches/3G Pitches; and the floodlighting in the car parks at Studley Leisure Centre, Southam Leisure Centre, Shipston Leisure Centre and The Greig Leisure Centre in Alcester.
- 4.2.9 The Operator is responsible for the repair, maintenance and replacement of all plant and equipment as specified. This extends to the repair, maintenance and replacement of all consumable items (e.g. pool filter sand/glass media, UV tubes/Arc tubes to UV system, cables and pulleys to poolside floors and booms, hoses etc.).
- 4.2.10 Any underwater works to the pools must comply with the HSE Diving at Work ACOP's (Inshore 104) standard.
- 4.2.11 The Operator must demonstrate that all fixed plant is maintained on a regular basis.
- 4.2.12 Due to the specialist nature of some items of plant, machinery and equipment, the maintenance of which may be beyond the normal scope of the operation, the Operator will enter into direct servicing contracts with specialist companies.
- 4.2.13 The Operator shall not enter into a maintenance agreement with a specialist sub-contractor, which continues beyond the term of the Contract, without the prior written approval of the Council. In the event of the Operator entering into an agreement, which continues beyond the term of the Contract without the prior written approval of the Council, the Operator shall indemnify the Council against any costs including legal costs involved in the termination of any such maintenance agreement.
- 4.2.14 The Operator is responsible for the operation, repair, and maintenance of all building services, including heating, ventilation, hot and cold and drinking water, electric power and lighting, alarms, communications, time and sound systems, CCTV, lightning conductors, lifts etc.
- 4.2.15 The Operator shall ensure that the Facilities and all equipment are fully functioning and available for use, conform to Legislation and comply with statutory requirements, perform in the most efficient manner and achieve full economic life.
- 4.2.16 The Operator shall be responsible for maintaining the Facilities to a high standard of repair, maintenance, decoration and cleanliness to ensure the proper performance of the Services, in accordance with Appendix 7 Lifecycle Replacement Responsibility Matrix. The Operator is responsible for all costs and charges relating to the repair, maintenance and cleanliness of the Facilities.
- 4.2.17 The Operator shall regularly service, maintain and replace as appropriate all buildings, plant and equipment in accordance with this Services Specification.
- 4.2.18 The Operator shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance and replacement as set out in this Services Specification and in accordance with the Operator's Facilities Management Method Statement.

- 4.2.19 The Operator shall implement and maintain the Asset Management System to list details of assets and equipment including records of any replacement, to record details of maintenance contracts and to log all servicing and maintenance of assets and equipment including both PPM and reactive maintenance. The Asset Management System shall allow for read only access to be provided to the Council.
- 4.2.20 The Operator shall ensure that the interior and exterior appearance of the Facilities are kept up to date and reflect the needs and expectations of customers.
- 4.2.21 The Operator shall carry out breakdown and repair maintenance for all buildings and services to ensure that, at all times, the buildings, plant and equipment at the Facilities are kept in good repair and condition, and are fully functional in respect of the activities taking place at the Facilities.
- 4.2.22 The Operator as a minimum shall ensure that:
- Both planned preventative lifecycle and reactive maintenance is carried out in accordance with the Operator's Facilities Management Method Statement and the agreed Schedule of Programmed Maintenance
 - Maintenance procedures ensure that the Facilities:
 - Comply with all applicable Legislation, statutory requirements and Approved Codes of Practice
 - Are in a safe, secure, wind protected and watertight condition
 - Are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the Facilities as a whole and in accordance with current and future industry standards, and
 - Are maintained in a manner that 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 at the Facilities
 - All maintenance activity is recorded on the Asset Management System
 - All work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.
- 4.2.23 The Operator shall ensure that on a continuing basis the maintenance and operating procedures comply with this Contract.
- 4.2.24 The Operator shall take responsibility for and be responsible for the costs of all maintenance services as set out in this Contract.
- 4.2.25 The Operator shall be responsible for all costs of the replacement of all items as set out in this Contract and shall comply with the provisions of this Contract with respect to the Council's assets.
- 4.2.26 The Operator shall implement Programmed Maintenance, comprising of:
- Planned Preventative Maintenance
 - Statutory/mandatory testing/inspections
 - Repair and replacement (in accordance with the terms of this Contract)
 - Fabric maintenance
 - Display Energy Certificates (DECs).
- 4.2.27 The Operator shall carry out reactive maintenance in accordance with this Services Specification and applicable response and rectification times.

- 4.2.28 The Operator shall ensure that copies of operating worksheets for periodic repairs and maintenance carried out are recorded on the Asset Management System.
- 4.2.29 The Operator shall maintain on the Asset Management System records of all breakdown failures, incidents or accidents involving any plant, machinery and equipment, together with details of all servicing or other such investigations that are carried out to plant, machinery and equipment.
- 4.2.30 The Operator is required to keep Building Manuals containing operating and maintenance instructions for each of the Facilities. They must be kept up to date whenever work is carried out and provide a copy to the Council when requested.

Planned Preventative Maintenance (PPM)

- 4.2.31 The Operator shall design, implement and maintain a Planned Preventative Maintenance (PPM) Schedule to manage the maintenance, testing and operation of all items of plant, equipment and building fabric within the Facilities, inclusive of fixtures and fittings.
- 4.2.32 The Operator shall ensure that the PPM Schedule is used in a manner that helps optimise the performance of all assets for the duration of their effective life.
- 4.2.33 The Council may at any time carry out checks of the PPM Schedule and check any repair, maintenance or replacement of assets carried out by the Operator.
- 4.2.34 The Operator shall meet the respective minimum response times as agreed with the Council to ensure that any reactive repairs are completed with the least inconvenience and disruption to the operation of the Facilities.
- 4.2.35 The Operator shall ensure that only suitably trained staff are dispatched to undertake PPM.
- 4.2.36 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 BS 6262: Part 4 and areas of special risk Class C of BS 6206 or any subsequent revision.
- 4.2.37 The Operator shall ensure that where materials have to be replaced, for whatever reason, the replacement materials match in every way, or are better than, the specification, quality, performance and appearance of the original materials.

Fabric Maintenance

- 4.2.38 The Operator shall repair, maintain and replace all internal building fabric excluding those items listed as the responsibility of the Council in Appendix 7 Lifecycle Replacement Responsibility Matrix.
- 4.2.39 Building maintenance and repairs will include:
- Repairs and replacement to woodwork, masonry, floor, wall and ceiling finishes (including any squash courts/studios), ceilings and all internal/external glazing
 - Damage to the building caused by misuse or vandalism
 - Internal joinery, locks, door/floor fittings, spring and panic bolts
 - Gutters and downpipes, including concealed gutters, wastes, drains, soil pipes and fittings
 - Waterwaste preventers, cisterns, ball valves, taps, stop valves and associated equipment
 - Data cables, ports and protective trunking
 - Health and safety fittings and appliances

- Replacement to electrical fittings, fuse and switchgear.
- 4.2.40 The Operator shall provide a professionally managed programme of building fabric maintenance. It shall ensure that the Facilities are in a safe, secure, wind protected and watertight condition.
- 4.2.41 The Council must provide the Operator with comprehensive Asbestos register, and associated risk analysis, of all areas within the Facilities, identifying those areas which:
- Are presumed by the Council to contain Asbestos, or
 - It has been concluded by the Council that they do contain Asbestos, or
 - It has been concluded by the Council that they do not contain Asbestos, or
 - Are presumed by the Council not to contain Asbestos.
- 4.2.42 The Operator shall meet all obligations under the Control of Asbestos at Work Regulations 2002 and its amendments including the maintenance of a comprehensive Asbestos register, and associated risk analysis, of all areas within the Facilities, identifying those which reviewing and amending the survey provided by the Council at the start of the Contract.
- 4.2.43 The Operator shall make this Asbestos register permanently available to the Council, sub-contractors and suppliers and any other operatives carrying out work on either the Operator's or the Council's behalf at the Facilities.
- 4.2.44 The Operator shall ensure that all activities are executed, and records updated, with due regard to the Control of Asbestos at Work Regulations 2002 and its amendments.
- 4.2.45 The Operator shall ensure that information relating to Asbestos and associated work schedules is maintained on the Asset Management System and supplied to the Council.
- 4.2.46 The Council will provide the Operator with the existing Asbestos survey at the start of the Contract that will be as comprehensive as the Legislation requires. However, other Asbestos may be present in the Facilities which would only be uncovered by an intrusive survey or by workers when maintaining or adapting the building e.g. plumbers, electricians, alarm/ICT contractors etc. It is therefore a requirement that the Operator and the Council only allows Asbestos-trained contractors to carry out maintenance (CHAS or other accreditation). If Asbestos is noticed during works, they must stop immediately, make the area safe and notify the Council who will arrange for the Asbestos to be removed and rendered safe.

Mechanical and Electrical Maintenance

- 4.2.47 The Operator shall provide a professionally managed, high quality mechanical and electrical maintenance service through a regular and organised regime.
- 4.2.48 The Operator shall follow the maintenance requirements specified by:
- Original equipment manufacturer's recommendations
 - The Council's requirements as set out in this Services Specification
 - All relevant statutory regulations and requirements
 - Specific warranty period maintenance requirements.
- 4.2.49 The Operator shall use the Asset Management System to ensure operating conditions at each Facility are maintained effectively and efficiently and to record the performance of equipment and systems.

4.3 Statutory/Mandatory Inspections

- 4.3.1 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 breaches of these obligations together with a programme for rectification and measures to safeguard against a repeat.
- 4.3.2 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 of the inspection. 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.
- 4.3.3 The Operator shall cooperate with any periodic inspections made by the Council, partners or any authorised external agencies such as Public Health and shall provide such reasonable assistance to such inspectors as may be necessary.

Portable Appliance Testing

- 4.3.4 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. 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.
- 4.3.5 The Operator shall test any item of equipment introduced to the Facilities prior to it being used. Once tested, items shall be tagged and logged in accordance with the above regime by the Operator.
- 4.3.6 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 and the Operator shall ensure that all reports and recommendations are recorded on the Asset Management System.

Fire Detection, Emergency Lighting and Fire Fighting Systems

- 4.3.7 The Operator shall ensure that all fire detection alarm systems are maintained and tested in accordance with BS 5839: Part 1 (or any replacement standards) with copies of the relevant certificate promptly forwarded to the Council following each service.
- 4.3.8 The Operator shall ensure that all Emergency Lighting Systems are maintained and tested in accordance with BS 5266: Part 1 (or any replacement standards) with copies of the certificates promptly forwarded to the Council following each service.
- 4.3.9 The Operator shall test all fire detection equipment and emergency lighting on a fortnightly 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 the 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 Facility and recorded on the Asset Management System. The Operator shall ensure that all abnormal test results are acted upon and the appropriate action is taken to remedy any abnormal test results in line with the required response and rectification times. The Operator must have a Fire Safety and

Evacuation Plan in place for the Facilities.

Lifts, Hoists, Conveyance Systems and other lifting equipment

- 4.3.10 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 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 on the Asset Management System.
- 4.3.11 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

- 4.3.12 The Operator shall maintain any internal and external 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.
- 4.3.13 The Operator shall ensure that a zoned intruder detection system is fully operational in order to enhance the security of the Facilities. 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 key holder is provided with a unique password and that these passwords are changed on a regular basis.
- 4.3.14 The Operator shall ensure that all intruder alarm systems are maintained and tested in accordance with BS 4737 (or any replacement standards) with copies of the certificates forwarded to the Council following each service.
- 4.3.15 The Operator shall maintain all fire exits and access doors at all times.

Re-Lamping

- 4.3.16 The Operator shall carry out all necessary re-lamping at the Facilities 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. All existing fittings and lamps will be replaced with LED replacements (including fixtures and fittings) for the duration of the Contract Period. The Operator shall ensure that luminaries and light fittings are kept in good repair and condition, and shall be cleaned and maintained to ensure optimum performance.

Duct Maintenance

- 4.3.17 The Operator shall maintain and clean all ducts, shaft, risers and associated ventilation at the Facilities on a regular basis.

External Maintenance

- 4.3.18 The Council will be responsible for the maintenance of the external structure of the Facilities. The Operator will be responsible for ensuring that any defects or damage to the external structure, whether caused accidentally or not, will be reported to the Council as soon as possible.

- 4.3.19 The Council will retain responsibility for the grounds maintenance, including grass cutting/shrub bed maintenance and drain clearance etc. of the access areas and surroundings of the Facilities in accordance with Appendix 6 Site Boundaries and Plans.
- 4.3.20 The Operator will be responsible for litter picking, sweeping and litter bin emptying in all external areas in accordance with Appendix 6 Site Boundaries and Plans, and for all litter clearance following local sporting and special events/community events held at the Facilities, to the standard required in the Environmental Protection Act 1990.

Car Parks

- 4.3.21 The Council shall be responsible for maintaining the car parks at the Facilities to include the repair, maintenance and replacement where required of the following:
- Paved or tarmacadam roadways and footpaths
 - Foul and surface water drain, covers, manholes (excluding the pumping station at Southam Leisure Centre and the pumped manhole/chamber at Shipston Leisure Centre)
 - Access ramps
 - All external lighting including free standing lighting columns
 - Electrical cables
 - Fences, gates, handrails and barriers (including redecoration and wood treatment)
 - Illuminated and non-illuminated signs and notices
 - Landscape furniture i.e. benches, raised planters, bollards
 - Cycle racks.
- 4.3.22 The Operator shall not hire or use the Facilities' car parks for any other purpose than the parking of cars by users and visitors to the Facilities unless agreed with the Council.

Artificial Turf Pitches/3G Pitches

- 4.3.23 The Operator will be responsible for the regular maintenance, sweeping and all repairs to the Artificial Turf Pitches/3G Pitches (ATPs), surrounding areas and fencing. The Operator will be responsible for the general cleanliness of the ATPs area including removal of litter and weeds.
- 4.3.24 The Operator will ensure:
- Extensive weed clearing and moss control
 - Power sweeping
 - Drag brushing ensuring even coverage of infill crumb
 - Full inspection/repair of playing surface area, all seams and play lines
 - Maintenance, servicing and replacement of tractor unit.

Modifications

- 4.3.25 The Operator will not be allowed to make any modifications to the building, plant or equipment provided for the Services without the prior written approval of the Council.

Services and Utilities

- 4.3.26 The Operator will be responsible for ensuring that the means of sewerage disposal and supplies of mains water, electricity, gas and external telephone communications are maintained to the Facilities. The Operator will be responsible for the prompt payment of all charges in connection with the provision of these services during the Contract Period.

- 4.3.27 The Operator will not permit the disconnection of any electricity, gas or water supply to the Facilities without the prior written approval of the Council, except where these are to be carried out by the utilities themselves under their emergency or statutory powers. The Operator will be responsible for any costs arising from the interruption to supplies, which are due to their failure to make payments for accounts or to make service agreements.

Reporting Requirements

- 4.3.28 The Operator shall ensure that results of all non-compliant measurements are entered onto the Asset Management System and reported to the Council.
- 4.3.29 The Operator shall report on all inspections and maintenance checks for the purpose of a Facilities audit over the Contract Period. The Operator shall ensure that this information is stored on the Asset Management System.
- 4.3.30 The Operator shall on an annual basis, review and update the Planned Preventative Maintenance (PPM) Schedule for the Facilities. This must be submitted to the Council in accordance with the reporting requirements in Section 5 Performance Management and Reporting.
- 4.3.31 The Operator shall on an annual basis, produce a Schedule of Programmed Maintenance for the Facilities. This must be submitted to the Council in accordance with Section 5 Performance Management and Reporting.
- 4.3.32 The Operator shall provide a Maintenance Programme Progress Update as part of the Quarterly Performance Report.
- 4.3.33 The Maintenance Programme Progress Update shall cover (without limitation):
- Any health and safety issues relating to buildings, plant and equipment
 - 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.
- 4.3.34 The Operator shall submit details of any failures to follow the Schedule of Programmed Maintenance or achieve the required Overall Requirement as part of the Quarterly Performance Report.

4.4 Maintenance and Replacement of Equipment

Overall Requirement

- 4.4.1 Equipment that is available, well maintained, safe and fit for purpose for the activity it is designed for, taking into account the standard of sport or activity being undertaken and is able to meet the programming requirements of the Services.

Performance Standards

- 4.4.2 The Operator shall maintain all equipment listed in Appendix 8 Equipment Inventory and return them all on the expiry date, or if earlier, the termination date, in good working repair and condition (taking into account fair wear and tear).
- 4.4.3 The Operator shall replace, when that item reaches the end of its useful life, all equipment listed in Appendix 8 Equipment Inventory, excluding any items identified as the responsibility of the Council, with equipment that is of equivalent or superior quality.
- 4.4.4 The Operator shall provide, at its own cost, any additional equipment and materials required for carrying out the Services. The Operator is responsible for the maintenance and replacement of any such additional equipment.
- 4.4.5 The Operator shall make provision for the hire of sports equipment within the Facilities in order to meet customer requirements.
- 4.4.6 The Operator shall ensure that all equipment listed in Appendix 8 Equipment Inventory and any replacement or additional equipment is fit for purpose, safe and is maintained to a safe standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations.
- 4.4.7 The Operator shall ensure that equipment is stored safely and securely at all times.
- 4.4.8 The Operator accepts that the equipment listed in Appendix 8 Equipment Inventory is sufficient to deliver the Services set out in this Services Specification.
- 4.4.9 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 confirm the Equipment Inventory to the Council within one month following the Commencement Date and provide a revised Equipment Inventory to the Council on an annual basis within one month of the start of each subsequent Contract Year.
- 4.4.10 The Operator shall ensure that all equipment shall comply with relevant 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.
- 4.4.11 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, National Governing Body requirements and British and European Standards.
- 4.4.12 The Operator shall replace the health and fitness equipment in accordance with the agreed Lifecycle Replacement Schedule. The Operator may retain any residual value of equipment that is replaced.
- 4.4.13 The Operator shall ensure that any item of equipment that is found to be defective or has failed is immediately withdrawn from service and repaired or replaced. The Operator shall make it secure and ensure that it cannot inadvertently be used whilst withdrawn from service.
- 4.4.14 The Operator shall test all portable electrical appliances to ensure compliance with The Electricity at Work Regulations 1989 and shall maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection by the Council.
- 4.4.15 The Operator shall ensure that all equipment is regularly inspected and serviced in accordance

with the manufacturer's or industry guidelines and appropriate records kept. Inspections and servicing of specialist equipment shall be undertaken regularly by a recognised supplier in accordance with the manufacturer's or industry guidelines.

4.4.16 The Operator shall, at its own cost, provide any specialist equipment (i.e. tower scaffold, platform lift, scissor lift, cherry picker, tools etc.) to carry out cleaning, servicing, maintenance/repair and replacement works.

4.4.17 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
- Suitable and reasonable arrangements for customers with disabilities
- Minimum 95% of the following to be available at any one time.
 - Fitness Gym
 - cardiovascular and resistance machines
 - high quality audio/visual systems (95%)
 - Changing and Toilet Facilities
 - male/female/disabled changing cubicles
 - male/female/disabled toilets
 - shower cubicles/open showers
 - secure storage lockers
 - sanitary/hair-drying facilities
 - Catering and Vending Facilities
 - vending product range
 - covers/seating area

4.4.18 The Operator shall not introduce any additional coin-operated equipment (in addition to the items identified in Appendix 8 Equipment Inventory), including vending machines, to the Facilities without the prior written approval of the Council.

4.4.19 The Operator shall ensure that each Facility has a defibrillator and that supervisory staff receive regular training updates in line with British Association of Cardiac Rehabilitation (BACR) regulations or Royal Life Saving Society (RLSS) National Pool Lifeguard requirements.

Reporting Requirements

4.4.20 The Operator shall provide an updated version of the Equipment Inventory to the Council within one month of the Commencement Date and, annually thereafter, within one month of the commencement of each subsequent Contract Year.

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

4.5 Grounds Maintenance

Overall Requirement

4.5.1 External grounds within the site boundaries of the Facilities in accordance with Appendix 6 Site Boundaries and Plans to be maintained in such a way as to provide a well presented and safe environment for all customers, allowing for efficient and effective use of the Facilities and promoting a positive image of the Facilities at all times.

Performance Standards

The Grounds

- 4.5.2 The Council will retain responsibility for the maintenance of grassed and landscaped areas, re-marking and maintenance of car parks, including boundary fences, and the maintenance of drains of the access areas and surroundings of the Facilities as identified in Appendix 6 Site Boundaries and Plans.
- 4.5.3 The Operator shall ensure the clearance and proper disposal of litter, leaves, blossom, tree fruit and seeds from the access areas and surroundings of the Facilities as identified in Appendix 6 Site Boundaries and Plans.
- 4.5.4 The Operator will be responsible for all litter clearance following local sporting and special events/community events held at the Facilities, to the standard required in the Environmental Protection Act 1990.

Slippery Surfaces

- 4.5.5 The Council 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, weeds etc. causing the surface to be slippery.

Snow and Ice

- 4.5.6 During periods of snow and ice, the Operator, at its own cost, shall distribute de-icing salt over footpaths and immediate entrances to provide safe routes for customers and staff entering and exiting the Facilities.
- 4.5.7 The Operator shall ensure that surface water drainage channels, gully gratings and outlets are kept clear to prevent ponding, flooding and subsequent damage to roads on site, footpaths and planted areas following a thaw.
- 4.5.8 The Operator shall ensure that any specific hazards caused by inclement weather are made safe and reported to the Council immediately.

Graffiti and Flyposting

- 4.5.9 The Operator shall remove all graffiti and flyposting from all external walls of the Facilities to ensure that the site remains graffiti free and shall use reasonable endeavours to prevent and reduce the writing of graffiti at the Facilities.
- 4.5.10 The Operator will be responsible for ensuring that any defects or damage to the external structure of the Facilities is reported to the Council with the minimum delay and confirmed in writing.

Pests, Vermin and Wild Animals

- 4.5.11 The Operator shall take all reasonable precautions to prevent pests, vermin and wild animals.
- 4.5.12 The Operator shall eradicate rats and remove wasps' nests, swarms of bees, pests, including the Brown Tail Moth, pigeons and vermin within the Facilities.

General

- 4.5.13 The Council 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 shall be cleaned and returned to "Grade A" standard in accordance with the Environmental Protection Act 1990.
- 4.5.14 The Operator shall make proper financial and operational arrangements for the disposal of all effluent, waste and refuse arising from the Facilities during the Contract Period.

Reporting Requirements

- 4.5.15 The Operator shall report to the Council any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

4.6 Environmental and Energy Management

Overall Requirement

- 4.6.1 Facilities that are operated 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.

Performance Standards

- 4.6.2 In 2019, the Council declared a Climate Emergency with an aim of Stratford-on-Avon District being carbon neutral by 2030. The Operator must be aware of the Council's environmental policy and perform their work to reduce the carbon footprint of operating the Facilities to help the Council achieve its environmental targets.
- 4.6.3 The Operator shall have a clear environmental and energy management policy and implement effective operational practices that have a demonstrably positive effect on the environment and promote recycling, which includes:
- Reduction of pollution to air, water and land
 - Reduction in the use of environmentally harmful chemicals
 - Improved energy management (including as appropriate reducing energy consumption, energy conservation and use of renewable energy)
 - Increasing water efficiency and maximising water recycling opportunities
 - Maximising recycling and reducing waste, and ensuring that all waste is disposed of correctly
 - Developing and promoting opportunities for sustainable transport to and from the Facilities
 - Encouraging the purchase of environmentally sound, locally produced goods and services
 - Raising awareness amongst staff and customers to ensure these environmental issues are addressed, including implementing and promoting a sustainable travel action plan
 - Protecting and enhancing the town's built and natural environment.
- 4.6.4 The Operator shall carry out a baseline assessment of total energy usage, carbon footprint/ greenhouse gas emissions from the start of the Contract, followed by regular audits at each of the Facilities.
- 4.6.5 The Operator shall establish an Environmental Management Plan covering all the above requirements to be updated with new targets on an annual basis. The Operator must comply fully

with any environmental audit carried out by the Council or external agencies.

- 4.6.6 The Council is committed to responsible energy management and the efficient use of energy throughout its operations. It also recognises that good energy management helps to protect the environment by conserving natural resources and reducing harmful emissions. The Operator shall take account of, and comply with, the Council's Carbon Management Plan (or equivalent) that sets out the Council's aims and objectives for minimising its environmental impact.
- 4.6.7 The Operator shall provide information for the Council's Environment Management Systems (EMSs). Where applicable, the Operator shall implement systems that are based on, or modelled upon, a recognised standard such as ISO 14001 or Eco Management and Audit Scheme (EMAS).
- 4.6.8 The Operator shall be responsible for the procurement and management of Utilities and payment of the Utilities bills for all the Facilities.
- 4.6.9 The Operator shall seek and deploy new energy saving technology from the start of the Contract.
- 4.6.10 The Utilities bills shall be in the name of the Operator.
- 4.6.11 The Operator shall monitor, record and validate all meter readings at the Facilities.
- 4.6.12 The Operator shall take all responsible steps to ensure that meter readings (i) can be reconciled to Utilities bills, (ii) are correctly calculated and (iii) accurately reflect actual energy consumption. For each Facility, the Operator is to prepare a monthly report that shall include the following information, set out for the relevant Month and for the Year to Date: Electricity consumption (including half-hourly consumption data), Gas consumption, Other fuel use, and Total energy consumption in terms of kWh and CO₂.
- 4.6.13 The Operator shall ensure that contingency plans are in place to address the loss of each or all energy supplies, and that these have been reviewed and tested to a programme agreed with the Council.
- 4.6.14 The Operator shall ensure its contingency plans are executed as planned with due expediency following the loss of one or more energy supplies. The Operator shall, as soon as it is aware, immediately inform the Council of all scheduled interruptions to any energy supply whether or not it may affect the Council's operations.
- 4.6.15 The Operator shall arrange the implementation, display and renewal of Display Energy Certificates (DECs) at any Facilities required by the Council, including those Facilities that require DECs under Government Legislation.
- 4.6.16 The Operator shall ensure that all DECs are correctly displayed by the required date. The Operator shall advise the Council on which recommendations to follow in the supplementary advisory reports.
- 4.6.17 The Operator shall advise the Council on how to meet existing and forthcoming statutory requirements and compliance activities related to Air Conditioning plant (TM 44).

Reporting Requirements

- 4.6.18 The Operator will record and report on all energy consumption (electricity, gas and water) and the amount of non-recyclable waste collected from the Facilities on a monthly basis, including total metered consumption and cost. Details of energy consumption shall be provided to the Council as part of the Quarterly Performance Report.

- 4.6.19 The Operator shall ensure that a complete record of waste disposal records is kept on site as required by the Department for Environment, Food and Rural Affairs (DEFRA).
- 4.6.20 The Operator shall develop an Environmental Management Plan on an annual basis with clear targets to reduce energy consumption and non-recyclable waste. The Environmental Management Plan shall be provided to the Council one month prior to the Commencement Date and annually thereafter for the duration of the Contract Period.

4.7 Legislation and Policy

Overall Requirement

- 4.7.1 Services that comply fully with all Legislation relating to the management of the Facilities and the provision of Services.

Performance Standards

- 4.7.2 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 Council and the Operator shall also ensure compliance with any relevant planning conditions attached to the Facilities.
- 4.7.3 The Operator shall operate an "Equality Policy" covering all activities and events.
- 4.7.4 The Operator shall ensure that all employees, supervisory staff and any sub-contractors or third parties employed by the Operator, have a working knowledge of the Legislation, Regulations and guidelines relating to best practice in managing sport, leisure and community facilities. 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 safeguarding requirements, health and safety regime and fire risk and precautions
 - All surface water and other leak or spillage of liquid or dry material within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and warning signs erected as required
 - 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 Control of Substances Hazardous to Health (COSHH) Regulations
 - It undertakes, at its own cost, its own risk assessments and associated training
 - It keeps records of accidents and actions taken and these are to be made available for inspection by the Council on a monthly basis
 - There is a full and comprehensive fire and evacuation procedure. The Operator shall ensure that all fire and evacuation systems and associated equipment are maintained to relevant standards and regulations and shall keep appropriate records. The Operator shall develop and maintain a Normal Operating Procedure and Emergency Action Plan that aligns with the Council's overall approach to Emergency Planning
 - Only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, offices etc.
- 4.7.5 The Operator shall ensure that the health and fitness facilities are managed in accordance with the CIMSPA document "Health and Fitness Operators' Guide" or the UK Active Code of Conduct

for fitness suite operators or any replacement industry guidance.

- 4.7.6 The Operator shall ensure that OFSTED registered Holiday Schemes are provided where appropriate. The Operator shall ensure that the Scheme is managed in accordance with standards required by The Children Act 1989, OFSTED requirements and the requirements under paragraph 3.8 Safeguarding.
- 4.7.7 The Operator shall comply with all relevant Council policies as reasonably notified to the Operator from time to time in accordance with this Contract. These may include policies for Customer Service, Safeguarding, Equalities, and Environmental Sustainability etc.

Reporting Requirements

- 4.7.8 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

4.8 Water (Hot and Cold Installations)

Overall Requirement

- 4.8.1 The provision of a hot and cold water supply that meets the required standard for the operation of the Facilities.

Performance Standards

- 4.8.2 The Operator shall ensure provision of a constant supply of hot and cold water to those areas requiring water for domestic usage, also ensuring that where such water is required for drinking purposes that it is from a potable source.
- 4.8.3 The Operator shall ensure water temperatures are maintained at required standards to prevent the proliferation of legionella and other water-borne contaminants.
- 4.8.4 The Operator shall ensure that the water system is maintained in accordance with the appropriate health and safety Legislation, standards, guidance and Approved Codes of Practice.
- 4.8.5 The Operator shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.
- 4.8.6 The Operator shall ensure that where domestic hot water is supplied all taps are appropriately labelled.
- 4.8.7 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.
- 4.8.8 The Operator shall ensure that free drinking water is available at the Facilities to support the Stratford Refill Scheme and reduce single-use plastic bottles.
- 4.8.9 The Operator shall undertake monthly bacteriological testing of the hot and cold water systems, including sampling for Legionella.

Reporting Requirements

- 4.8.10 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

4.9 Drainage

Overall Requirement

- 4.9.1 Drainage systems that provide safe effective removal of wastewater, surface water and liquid and solid waste from the Facilities in compliance with relevant Legislation, and internal and external drainage systems that are maintained in accordance with the appropriate Health and Safety Legislation and standards.

Performance Standards

- 4.9.2 The Operator shall ensure that requirements in building regulations are complied with for foul and surface water drainage.
- 4.9.3 The Operator shall ensure that all relevant areas within the Facilities have an adequate drainage and sewage system operating.
- 4.9.4 The Operator shall ensure that discharge temperatures do not exceed recommendations set by the Environment Agency.
- 4.9.5 The Council shall undertake testing and, where appropriate, visual inspections of the external drainage systems.

Reporting Requirements

- 4.9.6 The Operator shall ensure that results of all non-compliant measurements are entered onto the Asset Management System and reported to the Council.
- 4.9.7 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report with actions identified for rectification.

4.10 Ventilation

Overall Requirement

- 4.10.1 Ventilation within the Facilities that provides a healthy and suitable environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out at that particular time and is provided in an energy efficient manner.

Performance Standards

- 4.10.2 The Operator will be required to achieve appropriate ventilation rates to meet the requirements for that area of the Facility.

Reporting Requirements

- 4.10.3 The Operator shall ensure that results of all non-compliant measurements are entered onto the Asset Management System and reported to the Council.
- 4.10.4 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report with actions identified for rectification.

4.11 Heating (Thermal Comfort)

Overall Requirement

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

Performance Standards

- 4.11.2 The Operator must ensure that the heating system is maintained in such a manner to achieve the standard in paragraph 4.11.4.
- 4.11.3 The Operator must ensure that the heating system is maintained in accordance with the appropriate Health and Safety Legislation and standards.
- 4.11.4 The temperature levels which must be maintained will be as follows:
- Main/Teaching Pool: 26-30°C
 - Wet Changing Areas: 22-24°C
 - Dry Changing Areas: 18-22°C
 - Fitness Gym: 16-20°C
 - Sports Hall: 16-20°C
 - Humidity (Pool Hall): 40-65%
- 4.11.5 The Operator will be required to record the room temperatures of pool and sporting areas on a weekly basis to ensure that the recommended temperatures are maintained.
- 4.11.6 Humidity and temperature within the pool hall must be controlled to prevent undue wear and tear to the building fabric. The Operator will be required to log the results of any tests taken and will be deemed financially responsible for any costs incurred by the Council as a result of any such damage.

Reporting Requirements

- 4.11.7 The Operator shall ensure that results of all non-compliant measurements are entered onto the Asset Management System and reported to the Council.
- 4.11.8 The Operator must submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

4.12 Lighting

Overall Requirement

- 4.12.1 Adequate levels of lighting for the particular activity being undertaken within each area of the Facilities provided in an energy efficient manner.
- 4.12.2 Lighting levels that create a safe and comfortable level of illumination for users, spectators and staff.

Performance Standards

- 4.12.3 The Operator shall ensure that each area within the Facilities has a sufficient lighting level appropriate to its specified use.

- 4.12.4 The Operator shall switch off lighting banks parallel to windows and adopt energy management control systems such as time switches, dimmable controls and presence detectors.
- 4.12.5 The Operator shall ensure that the lighting system is maintained in accordance with appropriate health and safety Legislation and standards and to address particular requirements of special needs groups for less powerful lighting.
- 4.12.6 Maintenance of lighting throughout the Facilities must be carried out by a NICEIC approved and/or suitably qualified contractor, with due regard to the recommendations of Sport England Technical Unit. The Operator shall certify that the works are in accordance with current recommendations and the Health and Safety at Work etc. Act 1974.
- 4.12.7 The Operator shall ensure that external lighting is provided for security purposes adjacent to the Facilities.
- 4.12.8 The Operator shall ensure that the number of non-operating lights or tubes does not exceed 5% of the total in any one area of the Facilities.

Reporting Requirements

- 4.12.9 The Operator shall ensure that results of all non-compliant measurements are entered onto the Asset Management System and reported to the Council.
- 4.12.10 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

4.13 Pool Water Quality

Overall Requirement

- 4.13.1 Swimming Pools with a safe and comfortable environment in which customers can participate in both swimming and water sports as required in this Services Specification.

Performance Standards

- 4.13.2 The Operator shall ensure that the Swimming Pools are maintained in accordance with the appropriate current and future health and safety Legislation and that the following standards are complied with:
- HSG 179 – Health and Safety in Swimming Pools
 - Pool Water Treatment Advisory Group (PWTAG) – Code of Practice
 - 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
 - The Prevention or Control of Legionellosis (including Legionnaires Disease) – Approved Code of Practice L8 (2013).
- 4.13.3 The Operator shall ensure that all pool water is of the level of quality and temperature stipulated within the guidance listed in paragraph 4.13.2. Specifically:
- Main Pool: 26-29°C
 - Teaching Pool: 29-32°C
- 4.13.4 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.

- 4.13.5 The Operator shall ensure that the pool water is tested for pH and free chlorine as recommended in the guidance highlighted in paragraph 4.13.2. 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 at any time.
- 4.13.6 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.
- 4.13.7 A pool water dilution rate of 30 litres per bather per day is a PWTAG recommendation that shall be complied with by the Operator at the Facilities. Standards shall be maintained in line with the up to date PWTAG recommendations and industry standards. The Operator shall submit water meter readings for pool make up and bather load on a quarterly basis.
- 4.13.8 In the event of more stringent standards being set by the Sports Council and/or the Health and Safety Executive and/or PWTAG 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.
- 4.13.9 The Operator shall ensure that monthly bacteriological tests are undertaken. The Operator shall submit test reports to the Council on a monthly basis.
- 4.13.10 The Operator shall ensure that no person is permitted to use the swimming pools who is clearly unwell and may pose a risk of infection to others, including persons with open wounds or sores, wearing a bandage, sore or infected eyes or skin and/or discharges from the ears or nose.
- 4.13.11 The Council's Environmental Health Officers reserve the right to take occasional samples of water in the swimming pools for the purpose of verifying the condition of the water.
- 4.13.12 The Operator shall ensure that the maximum instantaneous bather load is not exceeded.

Reporting Requirements

- 4.13.13 The Operator shall ensure that results of all non-compliant measurements are entered onto the Asset Management System. The Operator shall ensure that non-conformance is reported to the Council.
- 4.13.14 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

4.14 CCTV and Security

Overall Requirement

- 4.14.1 Facilities that are secure and are supported by systems that provide a safe level of security to customers and staff, but which does not compromise the personal privacy of customers.

Performance Standards

- 4.14.2 All areas within the Facilities shall have adequate security arrangements in place.
- 4.14.3 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.

- 4.14.4 The Operator shall ensure compliance with the Information Commissioner's Code of Practice issued under the Data Protection Act 2018 (or any replacement Legislation).
- 4.14.5 The Operator shall be responsible for the total security of the Facilities at all times, including all assets, equipment and stock.
- 4.14.6 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 approved by the Council.
- 4.14.7 The Operator shall ensure that all external and internal operational CCTV security cameras as part of the security system are operational within the Facilities.
- 4.14.8 The Operator shall be responsible for the safekeeping 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, the Police and the alarm company before the Commencement Date. The Operator shall update the list whenever changes are made and at least quarterly.
- 4.14.9 The Operator shall ensure that the Council is informed immediately of any loss of any such keys. The Operator shall, at its own cost, replace any such keys or replace locks as required by the Council and shall reimburse to the Council any cost of replacement and/or any reasonable security measures implemented as a result of such a loss.
- 4.14.10 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, the Police and the alarm company prior to the Commencement Date. The Operator shall immediately update this list and a new list provided in the event that there is a change to any member of staff on the list. One key holder must always be available for call-out in the event of an emergency out of normal operating hours, at a response time of not more than one hour.
- 4.14.11 The Operator shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g. boiler rooms.
- 4.14.12 The Operator shall ensure that appropriate out of hours key holders are appointed to respond to intruder alarms.

Reporting Requirements

- 4.14.13 The Operator shall ensure that results of all non-compliant measurements are entered onto the Asset Management System and reported to the Council.
- 4.14.14 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

5 PERFORMANCE MANAGEMENT AND REPORTING

5.1 Planning to Improve (Service Planning)

Overall Requirement

- 5.1.1 An Annual Service Plan that is developed in partnership with the Council which clearly sets out how the Services are to be developed and delivered over the forthcoming year in order to best meet the Council's Strategic Priorities and contribute towards wider local Strategic Outcomes.
- 5.1.2 The Operator will be required to establish a baseline against the Council's Strategic Priorities and develop an Annual Service Plan in partnership with the Council to improve the contribution of the Services in delivering those objectives.

Performance Standards

- 5.1.3 The Operator acknowledges the importance of a balanced programme and shall prepare an Annual Service Plan for approval by the Council.
- 5.1.4 The Operator shall ensure that the Annual Service Plan is effective, measurable and sustainable with clearly developed actions on how the Services are to meet the Council's Strategic Priorities and contribute towards wider local Strategic Outcomes.
- 5.1.5 The Annual Service Plan will set out how the Operator intends to meet the Performance Indicator Targets following Year 1 of the Contract once a baseline has been established. It will also address issues identified from customer satisfaction data and the achievement of financial targets.
- 5.1.6 The Operator shall identify through the Annual Service Plan and through consultation with the Council, where it will work with partners within the Facilities and in the Active Communities Programme.
- 5.1.7 The Annual Service Plan shall identify specific areas of joint working with the Council to reflect the partnership approach in delivering the Services.
- 5.1.8 The Operator shall attend a Strategic Partnership Board meeting with the Council one month after the Commencement Date and within two weeks of the start of each subsequent Contract Year for the duration of the Contract.
- 5.1.9 The Strategic Partnership Board meeting shall provide an opportunity for both Parties to work collaboratively to review the Annual Service Report, assess progress and agree targets and actions for the Annual Service Plan for the year ahead.
- 5.1.10 The Operator shall be responsible for producing a Draft Annual Service Plan for review at the Strategic Partnership Board meeting and for producing the Final Annual Service Plan following the meeting.
- 5.1.11 The Operator shall ensure that the Annual Service Plan is developed and implemented. It shall ensure that the draft plan is submitted to the Council for approval six weeks prior to the Commencement Date and six weeks prior to the start of each subsequent year for the duration of the Contract.
- 5.1.12 The Operator shall ensure that the Annual Service Plan sets out in detail how programmes will be measured through the Key Performance Indicators. The Operator shall make use of best practice improvement tools including Sport England's Quest scheme and National Benchmarking Service

(NBS) and DataHub, as agreed with the Council.

- 5.1.13 The Operator shall ensure that a key focus of the Annual Service Plan is the development of pathways into sport and physical activity and relationships with local sports clubs, schools and community groups in line with both National Governing Bodies of Sport and Think Active's priorities.
- 5.1.14 The Operator shall ensure that the activity programmes within the Annual Service Plan include the following requirements:
- The programme of activities must meet the aims and objectives of both the Facilities and the Active Communities Programme and are flexible enough to accommodate future changes in local demographics, participation trends, needs and policy
 - It must be dynamic, innovative and responsive to the requirements of existing and potential future customers and partners
 - The programme must ensure that all members of local communities may use the Facilities, including underrepresented groups and those from priority localities
 - It must also reflect appropriate local, regional and National Governing Bodies of Sport's Policies and programmes with clear pathways identified for participants to progress and develop skills in line with Think Active's priorities.

Reporting Requirements

- 5.1.15 The Operator shall ensure that an Annual Service Plan Progress Update is provided to the Council on a quarterly basis as part of the Quarterly Performance Report.
- 5.1.16 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.
- 5.1.17 The Operator shall ensure that the Draft Annual Service Plan is provided to the Council six weeks prior to the Commencement Date and six weeks prior to the Strategic Partnership Board meeting held at the start of each subsequent Contract Year.

5.2 Meetings and Reporting

Overall Requirement

- 5.2.1 A structured programme of partnership meetings between the Operator and the Council and a series of reports, which provide the Council with information on the Operator's performance in delivering the Services and plans for the future delivery of the Services.
- 5.2.2 A clear governance structure for the Contract through a Strategic Partnership Board that meets annually.

Performance Standards

- 5.2.3 The Operator shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery.
- 5.2.4 The Operator shall provide one overall Operator's Representative to be its authorised representative for the Facilities and Services operated on behalf of the Council.

- 5.2.5 The Operator's Representative shall consult with the Council's Representative(s) as often as may reasonably be necessary for the efficient provision of the Services.
- 5.2.6 The Council shall be entitled to undertake random inspections of the Facilities and Services at any time to monitor and review service delivery. No advanced notice of such inspections will be given.
- 5.2.7 The Council and the Operator will use Quest Reports and Sport England's National Benchmarking Service (NBS) to monitor, review and improve performance.
- 5.2.8 The Operator's Representative(s) shall attend meetings with the Council's Representative(s) in accordance with the schedule set out in Table 5.

Table 5: Meetings Schedule

Meeting	Attendees	Agenda
Monthly (during 2 nd week of each month to review previous month)	Operator's Representatives Council's Representatives	Review of operational and contractual matters
Quarterly (within two weeks following the start of each quarter to review previous quarter)	Operator's Representatives Council's Representatives	Review of Quarterly Performance Report
Strategic Partnership Board (bi-annually)	Operator's Representatives Council's Representatives (including Portfolio Holder)	Review of Annual Service Report (previous year) Development of Annual Service Plan (forthcoming year) Progress on Annual Service Plan (current year) Progress against the Council's Strategic Priorities and contribution towards wider local Strategic Outcomes Financial performance Service improvement opportunities Variations to contract and commissioning opportunities Other matters of a strategic nature considered appropriate for discussion by the Board.

Reporting Requirements

- 5.2.9 The plans and programmes listed in Table 6 are to be submitted by the Operator to the Council

for approval.

Table 6: Plans and Programme Reporting

Plan Title	Frequency	Submission Date
Draft Annual Service Plan	Annual	Six weeks prior to the Commencement Date and one week prior to the Strategic Partnership Board meeting.
Final Annual Service Plan	Annual	Within two weeks following the Strategic Partnership Board meeting.
Active Communities Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Health and Safety Management Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Programme of Use	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Performance Indicator Targets (for implementation the following Contract Year)	Annual	Agreed as part of the Annual Service Plan. Year 1 of the Contract will be baselining in order to set new Performance Indicators for Year 2. Subsequent years to be agreed at the Strategic Partnership Board meeting.
Environmental Management Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Marketing Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Planned Preventative Maintenance (PPM) Schedule	Annual	One month prior to the Commencement Date and two months prior to the start of each subsequent Contract Year.
Schedule of Programmed Maintenance	Annual	One month prior to the Commencement Date and two months prior to the start of each subsequent Contract Year.
Proposal for changes to Minimum Opening Hours	Annual	Minimum of three months prior to implementation of proposed changes.
Proposal for changes to Pricing Schedule	Annual	Minimum of three months prior to implementation of proposed changes.
Emergency Action Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Quest™ Plus Action Plan	Biennial	Within one month of the receipt of the Quest™ Plus Report.
Workforce Development Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.

Table 7: Reports

Report Title	Frequency	Submission Date
Quarterly Performance Report	Quarterly	Within one week of the end of each quarter.
Annual Service Report	Annual	Within one week of the start of the second Contract Year and one week prior to the Strategic Partnership Board meeting for each subsequent Contract Year.
Active Communities Report	Annual	Within one month of the start of the second Contract Year and within one month following each subsequent Contract Year.
Maintenance Report	Annual	Within one month of the start of the second Contract Year and within one month following each subsequent Contract Year.
Fire Risk Assessments	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Electrical Certificates	As specified by IEE regulations	Within two weeks of receipt of certificate.
Equipment Inventory	Annual	Within one month following the start of each Contract Year.
Licenses and Legislation Compliance Report	Annual	Within one month following the start of each Contract Year.
Quest Plus Report	Biennial	Within one week of receipt.
Equalities Monitoring Report	Annual	Within one month following the start of each Contract Year.
Workforce Monitoring Report	Annual	Within one month following the start of each Contract Year.

5.2.10 The Quarterly Performance Report shall contain details of any failures to maintain the Overall Requirement as set out in this Services Specification.

5.2.11 The Quarterly Performance Report shall be concise and contain a maximum 1-page summary on each of the areas shown in Table 8.

Table 8: Quarterly Performance Report

Consolidated Customer Comments/Complaints and Feedback Summary
Consolidated Major Accidents, Incidents, Insurance Claims and Near Misses Report
KPIs - Performance against targets
Energy consumption data for the Facilities
Usage figures broken down by gender, age, ethnicity and disability
Membership numbers broken down by type and segmentation
Income and Expenditure Accounts broken down by budget headings
Environmental Management Plan Progress Report
Maintenance Programme Progress Update

Annual Service Plan Progress Update
Marketing Plan Progress Report
Annual Service Review Summary Report
Quest and Sport England's National Benchmarking Service (NBS) outputs and subsequent improvement plans

- 5.2.12 An assessment of Key Performance Indicators shall be included as an Appendix to the Quarterly Performance Report.
- 5.2.13 The Annual Service Report shall provide a summary of the results and recommendations set out in all the reports outlined in Table 7 and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year.

APPENDICES

Appendix 1 Licence Arrangements

Appendix 2 Minimum Opening Hours of Leisure Facilities

Stratford Leisure Centre

Area	Monday to Friday	Weekend
Main/Teaching Pool	7:00am-10:30pm	7:00am-10:00pm
Health Suite (Sauna/Steam)	7:00am-10:30pm	7:00am-10:00pm
Sports Hall	7:00am-10:30pm	7:00am-10:00pm
Fitness Gym	6:30am-10:30pm	7:00am-10:00pm
Exercise/Dance Studios	7:00am-10:30pm	7:00am-10:00pm
Artificial Turf Pitches / 3G Pitches	7:00am-10:30pm	7:00am-10:00pm
Clip 'n Climb	10:00am-6:00pm	10:00am-6:00pm
Café	7:00am-10:30pm	7:00am-10:00pm

Studley Leisure Centre

Area	Monday to Friday	Weekend
Swimming Pool	7:00am-10:30pm	7:00am-6:00pm
Sports Hall	7:00am-10:30pm	7:00am-6:00pm
Fitness Gym (NEW)	7:00am-10:30pm	7:00am-6:00pm
Studio (NEW)	7:00am-10:30pm	7:00am-6:00pm

Southam Leisure Centre

Area	Monday to Friday	Weekend
Swimming Pool	7:00am-10:30pm	7:00am-6:00pm
Health Suite (Sauna/Steam)	7:00am-10:30pm	7:00am-6:00pm
Fitness Gym	7:00am-10:30pm	7:00am-6:00pm
Exercise/Dance Studio	7:00am-10:30pm	7:00am-6:00pm

Shipston Leisure Centre

Area	Monday to Friday	Weekend
Swimming Pool	7:00am-10:30pm	7:00am-6:00pm
Fitness Gym	7:00am-10:30pm	7:00am-6:00pm

The Greig Leisure Centre, Alcester

Area	Monday to Friday	Weekend
Sports Hall	7:00am-10:30pm	7:00am-6:00pm
Fitness Gym	7:00am-10:30pm	7:00am-6:00pm
Exercise/Dance Studio	7:00am-10:30pm	7:00am-6:00pm
Squash Courts	7:00am-10:30pm	7:00am-6:00pm
Outdoor Court	7:00am-10:30pm	7:00am-6:00pm

The Pavilion, Recreation Ground, Stratford-upon-Avon

Area	Monday to Friday	Weekend
Changing Rooms with Showers	8:00am-6:00pm	11:00am-6:00pm
Referee Room	8:00am-6:00pm	11:00am-6:00pm

Facilities may offer reduced opening times on Bank Holidays, the times to be agreed by the Council and advertised at each Facility at least one month in advance.

Facilities may be closed to members of the public on the following Public Holidays:

- New Year's Day
- Christmas Day
- Boxing Day

Appendix 3	Dual Use Agreements
Appendix 4	Protected Bookings
Appendix 5	Current Pricing/Fees & Charges
Appendix 6	Site Boundaries and Plans
Appendix 7	Lifecycle Replacement Responsibility Matrix

To be read in conjunction with Section 4 of this Services Specification.

The Operator shall service and maintain all items in accordance with statutory requirements and manufacturers recommendations and the other provisions of this Contract.

However, there are a number of items which the Council will retain lifecycle replacement responsibility for as set out below and as described at Clause 14 (Condition of the Facilities) of the Contract.

For the avoidance of doubt, any items not covered within this Lifecycle Replacement Responsibility Matrix shall be the responsibility of the Operator.

The lifecycle replacement responsibilities of the Operator and the Council are set out in the table below:

Item	Element	Council Responsibility	Operator Responsibility
1) Main Structure	a) Foundations and basement structures including underground services external to the Facilities	✓	Nil
	b) Structural frame of the Facilities including balconies, chimneys, flues and external stairwells, excluding any internal finishes, except when disturbed by the Operator undertaking repairs (in which case it is the Operator's responsibility)	✓	Nil
	c) External walls excluding any internal finishes, except when disturbed by the Operator undertaking repairs (in which case it is the Operator's responsibility)	✓	Nil

Item	Element	Council Responsibility	Operator Responsibility
	d) External fixed windows (as defined as those windows that are fixed in place and cannot be opened by design. This includes the windows, doorframes and ironmongery but does not include glazing, putty, beads and seals of any type)	Nil	✓
	e) External opening window frames, grills and doors (excluding external entrance doors, glass and putty)	Nil	✓
	f) Cleaning of external windows	Nil	✓
	g) External entrance doors	Nil	✓
	h) Glazing, putty, beads and seals to external windows, roof lights, skylights, frames, grills and doors (excluding glazed walls)	Nil	✓
	i) Cleaning of external entrance doors	Nil	✓
	j) Roof structure including external hatches and accesses	✓	Nil
	k) Roof coverings and structures including lightning conductors or rods (excluding suspended ceilings)	✓	Nil
	l) Roof lights and skylights (excluding glazing)	✓	Nil
	m) Internal roof hatches	Nil	✓
	n) Roof access walkways and handrails	Nil	✓
	o) Safety harness cables and fixing points	Nil	✓
	p) Rainwater goods including rainwater tanks, parapet outlets and perimeter gutters (excluding cleaning out)	✓	Nil
	q) Cleaning out of gutters and downpipes and repair of breakages	Nil	✓
	r) External damage to the Facilities caused by misuse or vandalism	Nil	✓
2) Internal Construction	a) Sub-ground, ground and upper floor structures	✓	Nil

Item	Element	Council Responsibility	Operator Responsibility
	b) Staircase and landing structures	Nil	✓
	c) Handrails and balustrades	Nil	✓
	d) Internal windows, doors and screens (screens are defined as non-structural partitions separating different areas within one room)	Nil	✓
	e) Glazing, putty, beads and seals to internal windows and doors (excluding glazed walls)	Nil	✓
	f) Cleaning of internal windows, doors and screens	Nil	✓
	g) Expansion joints	✓	Nil
	h) Internal structural walls except when disturbed by the Operator undertaking repairs (in which case it is the Operator's responsibility)	✓	Nil
	i) Internal drains	Nil	✓
	j) Cleaning out internal drains	Nil	✓
	k) Structural floors including any wood floors or screed finishes but excluding any coverings that are loose laid or form a finish on the surface of the wood or screed, except when disturbed by the Operator undertaking repairs (in which case it is the Operator's responsibility)	✓	Nil
	l) Floor coverings and finishes including wood floors and screed finishes	Nil	✓
	m) Internal damage to the Facilities caused by misuse or vandalism	Nil	✓
3) External Decoration (including all tiled, boarded or otherwise covered surfaces)	a) All decorated areas	✓	Nil
	b) All materials that may decay unless decorated	✓	Nil
	c) Removal of all graffiti and flyposting	Nil	✓
4) Internal Decoration	a) All decorated areas	Nil	✓

Item	Element	Council Responsibility	Operator Responsibility
(including all tiled, boarded or otherwise covered surfaces)	b) All materials that may decay unless decorated	Nil	✓
	c) Removal of all graffiti and flyposting	Nil	✓
5) Pool Halls	a) Pool tank tiling	✓	Nil
	b) Poolside tiling up to 5 metres in height	Nil	✓
	c) Pool hall wall tiling up to 5 metres in height	Nil	✓
	d) Pool main outlet drain	✓	Nil
	e) Pool main outlet drain covers	Nil	✓
	f) Drain pipework from showers	Nil	✓
	g) Pool fittings including steps and handrails	Nil	✓
	h) Underwater glassed windows	✓	Nil
	i) In-Let spreaders	Nil	✓
	j) Poolside gullies, scum channels and grills	Nil	✓
	k) Pool hall window frames	✓	Nil
	l) Pool hall glazing, putty, beads and seals	Nil	✓
	m) Pool hall light fittings, lamps and tubes, including replacement	Nil	✓
	n) Pool hall doors	Nil	✓
	o) Security shutters	Nil	✓
	p) Balcony seating	Nil	✓
	q) Pool covers, excluding replacement	Nil	✓
	r) Pool vac, including replacement	Nil	✓
	s) Safety equipment	Nil	✓
	t) Lane ropes	Nil	✓
	u) Radiators including valves	Nil	✓
	v) Roof mounted fan	Nil	✓
	w) Lifeguard chairs	Nil	✓

Item	Element	Council Responsibility	Operator Responsibility
	x) Poolside emergency communication system	Nil	✓
	y) Signs and notices	Nil	✓
	z) All decorated areas	Nil	✓
	aa) All materials that may decay unless decorated	Nil	✓
6) Artificial Turf Pitches/3G Pitches	a) Repair, maintenance and line markings	Nil	✓
	b) Total replacement of surface per pitch/court	✓	Nil
7) Finishes and Fixtures (see Note 1)	a) External finishes	✓	Nil
	b) Ceilings and finishes	Nil	✓
	c) Internal wall finishes	Nil	✓
	d) Floor coverings and finishes including finishing/stripping/resealing of timber floors	Nil	✓
	e) Furniture, shelves, internal joinery, locks, floor fittings, spring and panic bolts	Nil	✓
	f) Ironmongery including handrails	Nil	✓
	g) Changing cubicles and lockers	Nil	✓
	h) Mirrors, hand dryers and hair dryers	Nil	✓
	i) Cloakroom and other miscellaneous fittings	Nil	✓
	j) Internal and external signs or boards attached to the Facilities	Nil	✓
8) Plumbing and Sanitary Services	k) Other external signage e.g. directional or road signs	✓	Nil
	a) Cold water storage tanks and cylinders, service pipes, boilers, valves and insulation	✓	Nil
	b) Sanitary ware including but not limited to WCs, wash hand basins, sinks, water closets, showers, drinking fountains, waste traps and disposal units	Nil	✓

Item	Element	Council Responsibility	Operator Responsibility
	c) Wastewater preventers, cistern ball valves, taps, stop valves etc.	Nil	✓
	d) Waste, soil and vent pipes	Nil	✓
	e) Legionella testing, disinfection and control	Nil	✓
	f) Water Safety Policy Management Plan and Monitoring Schedule	Nil	✓
9) Mechanical Services (including heating, ventilation and gas installations)	a) Replacement of boilers (when beyond economic repair)	✓	Nil
	b) Replacement of steam and hot water distribution systems (when beyond economic repair)	✓	Nil
	c) Workshop equipment, lifting appliances, special industrial equipment and tools	Nil	✓
	d) External water mains outside the area demised within the lease, where not the responsibility of the relevant water authority	✓	Nil
	e) External water mains inside the area demised within the lease	Nil	✓
	f) Fans, air moving equipment including but not limited to filters, dampers, fan motors and control gear	Nil	✓
	g) Replacement air handling, air conditioning, air extraction, ventilation and refrigeration plant (when beyond economic repair)	✓	Nil
	h) Heating/cooling and domestic waste services treatment plant and chemicals including chemical supply	Nil	✓
	i) Servicing, maintenance, testing, sterilisation and certification of hot and cold water, steam, ventilation and electrical installations and equipment in accordance with regulations, safety and licensing requirements	Nil	✓

Item	Element	Council Responsibility	Operator Responsibility
	j) Annual Gas Equipment Safety Certification for the Facilities	Nil	✓
	k) Replacement of pressurised units (when beyond economic repair)	✓	Nil
	l) Replacement of mechanical fittings, strainers, calorifiers, pressure relief valves and 3-port diverters (when beyond economic repair)	✓	Nil
	m) Replacement of pumps and filters (at end of serviceable life)	✓	Nil
	n) Utilities cable and pipework external to the Facilities including gas, electricity, water and telephone mains, lightning conductors or rods	✓	Nil
	o) Lifts (including maintenance, testing and inspections in accordance with Lifting Operations and Lifting Equipment Regulations 1998)	Nil	✓
	p) Servicing of all other plant and equipment (not listed above) at appropriate intervals	Nil	✓
	q) Servicing, testing, certification and licence inspections operational compliance with the law	Nil	✓
	r) Operator inspections and maintenance tasks deemed of a daily, weekly and monthly nature	Nil	✓
10) Electrical Services and Equipment	a) Electrical power supply outside the area demised within the lease, where not the responsibility of the relevant power company	✓	Nil
	b) Electrical power supply inside the area demised within the lease	✓	Nil
	c) Electrical generation and power distribution systems	✓	Nil

Item	Element	Council Responsibility	Operator Responsibility
	d) Electrical installations including but not limited to fuse-boards and fuses, switchgear, switches and socket outlets, contactors, transformers, any automatic control sensors, emergency lighting, lamps and fittings	Nil	✓
	e) Fixed wiring systems of less than mains voltage alarms, telephone cables, data cables etc.	Nil	✓
	f) Light bulbs, light fittings, electrical fittings and sockets etc., including replacement, and high-level cleaning of roof lights	Nil	✓
	g) Public address systems and equipment	Nil	✓
	h) All portable appliances, white goods and electrical fittings	Nil	✓
	i) Column-mounted car park lighting for Stratford Leisure Centre only (including lamp and tube replacement)	✓	Nil
	j) Car park lighting at all other Facilities (including lamp and tube replacement)	Nil	✓
	k) Column-mounted floodlighting for the Artificial Turf Pitches/3G Pitches at Stratford Leisure Centre (including lamp and tube replacement)	Nil	✓
	l) External lighting which is attached to and fed from the Facilities	Nil	✓
	m) Replacement of lamps and tubes in all internal and external luminaires including floodlighting (excluding car park lighting columns at Stratford Leisure Centre)	Nil	✓
	n) Servicing, maintenance, testing and certification of electrical systems in accordance with regulations and licensing requirements	Nil	✓

Item	Element	Council Responsibility	Operator Responsibility
	o) Servicing and maintenance of all alarm systems including but not limited to intruder alarms, fire alarms, emergency assistance alarms and emergency lighting systems	Nil	✓
11) External and Civil Engineering Works	a) Roads, service roads and car parks including disabled bays, markings and signage	✓	Nil
	b) Hardstanding, steps, kerbs, footpaths, ramps and paving	✓	Nil
	c) Grounds maintenance including grass cutting and shrub bed maintenance	✓	Nil
	d) Boundary walls	✓	Nil
	e) Car park barriers	Nil	✓
	f) Fences and gates	✓	Nil
	g) All below ground external drainage inclusive of inspection chambers, interceptors and access points, excluding access covers, seals and galleys	✓	Nil
	h) Repair and maintenance of drainage outside the area demised within the lease (including cleaning)	✓	Nil
	i) Repair and maintenance of drainage inside the area demised within the lease (including cleaning)	Nil	✓
12) Miscellaneous and Ancillary Works	a) Health and safety fittings and equipment	Nil	✓
	b) Servicing, maintenance, testing and replacement of all portable firefighting appliances.	Nil	✓
	c) Servicing, maintenance, testing and replacement of internal and external CCTV including cameras and recording system	Nil	✓

Item	Element	Council Responsibility	Operator Responsibility
	d) Eradication of infestation/waste products including but not limited to infestation such as rats, wasps, birds, moss and algae etc. but excluding wet or dry rot except where the wet or dry rot has been caused by the Operator's lack of routine maintenance	Nil	✓
	e) Testing of suspected asbestos prior to or during works	Nil	✓
	f) Sealing, making safe and removal of any asbestos	✓	Nil
	g) Disposal of all effluent, waste and refuse arising from all the Facilities	Nil	✓

Note 1: Finishes are defined as surface coatings and coverings that are not structural elements of the Facilities. This includes plaster, tiles, floor finishes/seals and any fixtures holding them in place. This also includes high visibility markings for highlighting and direction indication such as stair nosing and escape routes. Fixtures are defined as objects that are attached to a Facility so that they become part of it.

Appendix 8 Equipment Inventory

Appendix 9 Safeguarding Policies

Adults:

<https://www.stratford.gov.uk/doc/207250/name/1593%20Safeguarding%20Policy%20for%20Adults%20SEP17.pdf>

Children:

<https://www.stratford.gov.uk/doc/207922/name/SDC%20Safeguarding%20and%20Child%20Protection%20Policy%202018.pdf>

Warwickshire:

<https://www.safeguardingwarwickshire.co.uk/>

Appendix 10 Equalities Policy

<https://www.stratford.gov.uk/doc/206231/name/Single%20Equality%20Scheme%202017%202021.pdf>

Appendix 11 OpenActive Requirements

https://docs.google.com/document/d/1_OYISajB90tiCFHqWqWXn09CR3P_3uE7jEM4RtUnMak/edit