



**TENDER FOR BAR AND CATERING PROVISION AT LODGE PARK SPORTS CENTRE
AND CATERING PROVISION AT CORBY EAST MIDLANDS INTERNATIONAL POOL**

TENDER – DOCUMENT THREE

GENERAL TERMS AND CONDITIONS

Thank you for expressing interest in this procurement for Bar and Catering Provision at Lodge Park Sports Centre and Catering Provision at Corby East Midlands International Pool.

Please ensure that you register your interest with the procurement contact named in Document One in order to receive updates, question responses, etc.

We now invite you to submit a tender. To assist you in this, four documents have been provided:

- Document One – Information and instructions (including the timetable)
- Document Two – Specification
- Document Three – General Terms and Conditions (this document)
- Document Four – Tender Response Document

When completed, please return **two hard copies and a copy electronically saved on a USB drive** of the response document (Document Four).

Please mark envelopes/packages with only “**TENDER RESPONSE: BAR AND CATERING PROVISION AT LODGE PARK SPORTS CENTRE AND CATERING PROVISION AT CORBY EAST MIDLANDS INTERNATIONAL POOL (Private and Confidential)**” and **with no company markings or anything else which might identify your organisation e.g. personalised franking**, and return to:

Democratic Services Manager
Corby Borough Council
Democratic Services Department
Corby Cube
Parklands Gateway
George Street
Corby, Northamptonshire
NN17 1QG

To be received not later than 12:00 noon on Friday, 28th September 2018.

Late submissions will be disregarded.

(1) CORBY BOROUGH COUNCIL

(2) [name of contractor]

AGREEMENT for the

PROVISION OF BAR AND CATERING SERVICES AT

(i) LODGE PARK SPORTS CENTRE, CORBY (LPSC)

(ii) CORBY EAST MIDLANDS INTERNATIONAL POOL, CORBY (CEMIP)

Legal Services
Corby Borough Council
The Corby Cube
Parkland Gateway
George Street
Corby
Northamptonshire
NN17 1QG

THIS AGREEMENT is made on the

2018

BETWEEN:

- (1) Corby Borough Council of The Corby Cube, Parkland Gateway, George Street, Corby, Northamptonshire, NN17 1QG (the “Council”); and
- (2) **XXXXXX** a company registered in England and Wales with Company Number **XXXXX** whose registered office is at **XXXXX** (the “Service Provider”).

WHEREBY IT IS AGREED as follows:

- A) The Council is the owner of the Facilities.
- B) Under the terms and conditions of this Agreement the Council wishes to appoint the Service Provider to deliver the Services.
- C) The Council will operate a monitoring system to ensure compliance with this Agreement.
- D) The Service Provider shall provide high standard Services.

1. Definitions and Interpretation

In this Agreement (as hereinafter defined) unless the context otherwise requires the following terms shall have the following meanings:

“**Agreement**” means this written agreement between the Parties consisting of these clauses and any attached Schedules;

“**Business Areas**” means the area edged red on the Plans, contained within Schedule 1;

“**Client Officer**” shall mean the person appointed by the Council to act in respect of this Agreement;

“**Commencement Date**” means 5th December 2018

“**Community Event**” means any of up to six events to be held at the Facilities in any one calendar year of which the Council shall provide the Service Provider not less than one month’s written advance notice and which the Service Provider shall support by providing the Services at no additional cost to the Council;

“**Completion Date**” means midnight on the 31st March 2024 plus the Extended Term (if appropriate);

“Contract Manager” shall mean the person appointed by the Service Provider to be the duly authorised representative of the Service Provider and to liaise with the Client Officer for all purposes connected with this Agreement;

“Employment Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive;

“Equipment” means any Fixed Equipment and any Portable Equipment at the Facilities loaned to the Service Provider for the term of this Agreement and which is included in the Inventory;

“Extended Term” means an extended period of up to sixty (60) calendar months commencing on the expiry of the Initial Term and made in accordance with the terms and conditions of Clause 18 of this Agreement.

“Facility/ Facilities” means the Sir Matt Busby Lounge, Sports Bar, Kitchen, Cellar, External cellar store, bar manager’s space at the Lodge Park Sports Centre and the cafeteria and kitchen at the CEMIP shown edged in green on the Plan;

“Facility Manager” shall mean the manager of the Facility;

“Fee” means the sum exclusive of VAT which the Service Provider shall pay to the Council in twelve equal monthly instalments at a rate set out in Schedule 2 and shall include that sum to be agreed between the Parties during the Extended Term in the event the Agreement shall be extended;

“Fixed Equipment” means a piece of Equipment attached permanently to a particular location at the Facility;

“Head of Service” means the Head of Service for Culture and Leisure of the Council or such other of his successors or assignees or any other such person as may be appointed by the Council as an alternative contact;

“HSWA” means the Health and Safety At Work Act 1974;

“Inventory” shall mean the agreed inventory of Equipment as detailed in Schedule 3;

“Initial Term” means the period commencing on the Commencement Date and expiring on but including 31st March 2024 or as otherwise determined in accordance with the terms and conditions of this Agreement;

“**Normal Opening Hours**” means the hours specified in Schedule 1;

“**Parties**” mean the parties to this Agreement;

“**Plan**” means the plan (not to scale and for identification only) attached to this Agreement at Schedule 1 and **Plans** shall mean all of them as the context allows;

“**Portable Equipment**” means a piece of Equipment which may be moved from one place to another within the Facility;

“**Relevant Transfer**” means a transfer of employment to which the Employment Regulations applies;

“**Schedules**” means a schedule attached to, and forming part of, this Agreement;

“**Services**” means to manage and operate (i) the catering and vending services at the Corby East Midlands International Pool (the “CEMIP”), supervise the cafeteria and kitchen; and (ii) bar and catering services at Lodge Park Sports Centre namely the Sir Matt Busby Lounge, Sports Bar, Kitchen, Cellar, External cellar store, and Bar Managers Space as set out in Schedule 1;

“**Term**” means the Initial Term plus the Extended Term (if appropriate).

2. Appointment

- 2.1 The Council shall appoint the Service Provider to commence the provision of the Services from the Commencement Date for the Initial Term unless terminated earlier in accordance with the Agreement. For the avoidance of doubt the Initial Term may be extended in accordance with the provisions of clause 18.
- 2.2 The Service Provider will be based at the Facilities and shall operate and manage the Services as set out in Schedule 1.
- 2.3 The Service Provider will be required to perform the Services in a professional and competent manner and with all due diligence and care as would be reasonably expected of a competent person performing the same role or of a comparatively similar nature.
- 2.4 The Service Provider will remain independent of the Council.
- 2.5 The Service Provider will report to the Client Officer or in his absence the Head of Service.

Tenure of Facilities

- 2.6 In consideration of the Fee the Council grants the Service Provider a non exclusive license to occupy the Business Areas during Normal Opening Hours throughout the Term of this Agreement.
- 2.7 The Service Provider shall be entitled to exclude (either temporarily or permanently) members of the public (but not centre staff or Council officers or agents) from any part or all of the Business Areas.
- 2.8 In the event that the Service Provider elects to exclude a member of the public permanently as set out in clause 2.7 it shall first obtain the written approval of the Client Officer and having received this consent shall inform the Facility Manager of that fact and the reasons for that exclusion.

3. Financial Arrangements

- 3.1 In consideration of the provision of the Services and unless specified elsewhere in this Agreement;
- (i) the Council shall pay for all rates, utilities connected with the provision of the Services;
 - (ii) The Service Provider shall pay for all sales stock, additional equipment, sky/satellite/tv facilities and licences, music licensing, stationery, photocopying, telephone calls and any other related business expenses stationery, any such accounting machinery as may be required.
- 3.2 The Service Provider shall pay the Fee in accordance with the dates and amounts specified in accordance with Schedule 2.
- 3.3 Where the Service Provider enters into a sub-contract made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement the Service Provider shall include in that sub-contract provisions ensuring that the Service Provider shall:
- 3.3.1 Consider and verify invoices in a timely fashion;
 - 3.3.2 Pay any sums due under such an invoice no later than a period of 30 days from the date on which the Service Provider has determined that the invoice is valid and undisputed;
 - 3.3.3 Ensure that where it has failed to comply with paragraphs 3.3.1 and there is an undue delay in considering verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of paragraph 3.3.2 after a reasonable time has passed;
 - 3.3.4 ensure that the counterparty to a sub-contract agrees to include in any sub-contract which it awards provisions having the same effect as clauses 3.3.1 to 3.3.4;
- 3.4 In the event that the Service Provider fails to pay the Fee to the Council within 90 days of the payment becoming due in accordance with the provisions of Schedule 2 the Council shall be entitled to charge the Service Provider on any late payments at a rate of 3% for every month that the payment is not made.

- 3.4 If the Council extends the Initial Term in accordance with clause 18 the Council reserves the right to alter the Fee.
- 3.5 The Service Provider will be required to establish a properly maintained book keeping system. The information will include details of expenditure and income and will be made available for scrutiny by the Council if and when required.
- 3.6 The Service Provider shall provide the Council with annual audited accounts for the Services within 3 months after the accounting year.
- 3.7 The Service Provider will be required to use an electronic cash register to ensure that all income generated from the provision of the Services is properly accounted for and recorded on an automatic roll which the Service Provider will retain for a period of not less than 36 months. The Council will be entitled to examine the said till rolls at any time.
- 3.8 The pool table is situated in the Facility shall remain the property of the Council, the service provider will be responsible for maintaining the table and will retain any income.

4. Security

- 4.1 The Service Provider will be responsible for the security of all monies received under the terms and conditions of this Agreement.
- 4.2 Any loss of monies in the provision of the Services, whether accidental or not, will be at the sole risk of the Service Provider, and will not affect any monies payable to the Council under the terms and conditions of this Agreement.
- 4.3 The Service Provider will be responsible for the security of the Facilities and will use its best endeavours to look after the Council's property and interests at all times. The Service Provider will provide a minimum of 2 responsible named key holders to be available to operate a call out system in response to alarms being set off or break-ins. The Service Provider shall ensure the Council is informed immediately of the loss of any such keys and the Service Provider shall, at his own cost, replace any such lost keys or replace locks if so required by the Council. The Service Provider will be responsible for any costs incurred in the event of a call out which was found to be as a consequence of their operation or locking of Facilities.
- 4.4 In addition to clause 4.3 the Service Provider will be responsible for the security of the kitchen and equipment at both Facilities and shall use best endeavors to look after the Councils property and interests at all times.

5. Income

- 5.1 The Service Provider will set their own tariffs for the Services, but shall keep prices in line with present market levels. The Council retains the right to insist the Service Provider maintains prices in line with market forces if necessary.
- 5.2 The Service Provider will provide a list of tariffs charged for the Services under clause 5.1 to the Council on an annual basis.

6. Financial Responsibilities

6.1 The Service Provider will be responsible for all its own credit and debts in respect of the Services.

6.2 The Service Provider will remain responsible for additional contractual payments such as but not limited to digital television and satellite subscriptions.

7. Service Requirements

7.1 The Service Provider shall:

- (i) ensure that the Services are delivered in accordance with Schedule 1;
- (ii) be financially responsible for all business costs including licenses and as detailed in clause 3.1(ii);
- (iii) ensure the décor and maintenance of the Sir Matt Busby Lounge at Lodge Park Sports Centre remains clean and in a high standard of decoration. Furniture including tables and chairs need to be provided for the lounge area and must be robust and in a safe condition at all times;
- (iv) be liable to loss of income however caused.

7.2 Statement of Service Requirements

7.2.1 The Council expects that customers to the CEMIP and Lodge Park Sports Centre will receive a good service and will expect the Service Provider to have examined the food and drink operation in order to ensure that the current standard of food and drink service will be at the very least, maintained.

7.2.2 All catering products provided under the terms of this Agreement, must be presented in a manner that, in the opinion of the Council, will be well regarded and acceptable to the patrons for whom such food and drink products are provided.

7.2.3 The Service Provider will be responsible for the cleaning and hygiene standards of all the facilities covered by the Agreement and will satisfy the Council of the quality standards to be met.

7.2.4 The Service Provider must be aware and ensure compliance with all current and future legislation in the delivery of the Services, including but not limited to:

- The Food Hygiene (England) Regulations 2013.
- The General Food regulations 2004 (Regulation (EC) No 178/2002).
- The Food Hygiene (England) Regulations 2006.
- Regulation (EC) No 852/2004).
- The Health & Safety At Work Act 1974 (and associated legislation etc).
- The Weights & Measures Act 1985 (and amendments hereafter).
- Human Rights Act 1998.
- Equalities Act 2010.
- The Food Labeling Regulations 1996 (as amended).
- The Food Labeling (Declaration of Allergens) Regulations 2008.
- The Consumer Protection from Unfair Trading Regulations 2008.
- Price Marking Order 2004.
- Food Information Regulations (FIR) 2014

The above list is not exhaustive and the Service Provider must be aware of and comply with any legislation that applies to the provision of the Services.

- 7.2.5 No alcohol will be allowed to be served to patrons under the age of 18 years and all diligence should be used in determining proof of age of any patron that looks under the age of 25 years. Appropriate management systems need to be in place to ensure this is well managed.
- 7.2.6 The service or consumption of alcohol at the CEMIP is strictly prohibited.
- 7.2.7 Preparation of food for other venues, as agreed in advance by the Council, may be undertaken at the Facilities, but this must not be to the detriment of other customers using the Services.
- 7.2.8 The Service Provider shall not commence any trading of the Services until he has carried out a risk assessment in respect of food hygiene to:
- (i) analyse the potential food hazards;
 - (ii) identify the points in the operation where food hazards may occur;
 - (iii) decide which points identified are critical to ensuring food safety;
 - (iv) identify and implement effective controls and monitoring procedures at those critical points;
 - (v) review the analysis of food hazards, the critical points and the control and monitoring procedures periodically, and whenever the food business' operations change;
- 7.2.9 The Service Provider shall submit the Risk Assessment at clause 7.2.8 to the Council for its approval.
- 7.2.10 The Service Provider must carry out a suitable and sufficient assessment of risks within his control, and implement preventative or protective measures as a result of his findings. The risk assessments and method statements should cover:
- (i) Slips, trips and falls: (spillages, cleaning methods, buckets, uneven floors etc).
 - (ii) Manual handling: (pans, trays, tables, stock, kitchen equipment etc).
 - (iii) Exposure to hot substances: (steam, carrying hot liquids, deep fat fryers, hot surfaces).
 - (iv) Struck by moving articles: (falling goods in storage, unloading knives).
 - (v) Machinery: Equipment as listed above: (to include, hazards, precautions, training, cleaning).
 - (vi) Fire and explosion: in particular kitchen equipment, vents, ductwork.
 - (vii) Electricity: equipment integrity (PAT Testing refers, maintenance (see above), systems for switching and unplugging, the Council Officer should be notified of any electrical equipment brought into the building so that a PAT test can be arranged before use).

8. Food and Beverage Provision

- 8.1 The Service Provider shall:
- (i) take all reasonable steps to ensure that all beverages are served and consumed on the Facilities;

- (ii) with regards to CEMIP the Service Provider may with the written consent of the Council make arrangements for the provision of vending machines in accordance with the obligations contained in Schedule 4.

8.2 Any costs incurred by the Service Provider in fulfilling the obligations contained in this clause 8 shall remain the responsibility of the Service Provider.

9. Supervision of Staff

9.1 The Service Provider shall provide a sufficient compliment of adequately trained and experienced supervisory staff/ staff/ volunteers to ensure that the Service Providers staff/ volunteers engaged in and about the provision of the Services are at all times adequately supervised and properly perform their duties.

9.2 The Service Provider's staff/volunteers engaged in and about the provision of the Services shall primarily be under the control and discretion of the Service Provider's own supervisory staff but shall nevertheless while on the Council's Facilities comply with all reasonable instructions and requests given to them by the Council's Officers

10. Staffing

Staffing of the Catering and Vending Service

10.1 The Service Provider shall:

- (i) deliver the Services as set out in Schedule 1;
- (ii) only employ/recruit staff and volunteers in and about the provision of the Services who are careful, skilled and honest in the work which they are to perform;
- (iii) provide sufficient on-site management/supervision at operating times to ensure compliance with this Agreement;
- (iv) employ sufficient staff/volunteers to ensure that the Services are provided at all times as set out in Schedule 1 and in all respects in accordance with the terms and conditions of this Agreement. Accordingly, it shall be the duty of the Service Provider to ensure in particular that a sufficient reserve of staff is available to provide the Services during staff holidays or absence through sickness or otherwise;
- (v) ensure that appropriate hygiene standards are met with regards to staff, including appropriate head covering, trimmed fingernails, no wearing of nail varnish, all cuts to be dressed with blue plasters etc during food preparation etc.

Suitability of Staff/ DBS Checks

10.2 Prior to the commencement of any employee/volunteer's in the provision of the Services at the Facilities the Service Provider;

- (i) shall perform a written assessment of that employee/ volunteer's suitability to provide the Services at the Facilities; and
- (ii) in the event that the DBS checks are required and reveal any criminal

convictions (spent or unspent) immediately forward a copy of the relevant check and the Service Provider's assessment to the Council.

- 10.3 Copies of any enhanced DBS's and the Service Provider's assessments shall be kept in a secure location at the Facilities and be available for inspection upon request.
- 10.4 Where relevant the Service Provider will ensure that fresh DBS checks and assessments will be undertaken for employees/ volunteers every 3 years.
- 10.5 The Service Provider shall:
- (i) be entirely responsible for the employment and conditions of service of its own employees/volunteers including, without limitation, the payment of salaries and wages where appropriate.
 - (ii) satisfy the Council that it has adequate disciplinary and grievance procedures for the staff/volunteers to be employed in the provision of the Services and shall submit details of such procedures to the Council. The Client Officer may, acting reasonably, instruct the Service Provider to remove from the provision of the Services at the Facilities any person employed paid/voluntary in or about the provision of the Services by the Service Provider (which for the avoidance of doubt shall include the Contract Manager or his deputy) on the grounds that they have been found, on the balance of probabilities, to have performed an act of gross misconduct. Alternatively, the Client Officer, acting reasonably, may require the temporary suspension from the provision of the Services at the Facilities of any person who is reasonably suspected to have performed an act of gross misconduct for the period during which such suspension is investigated, and the Service Provider shall forthwith comply with such instructions. The Council shall not in any circumstances be liable to the Service Provider or any of its employees/volunteers in relation to any such action or removal and the Service Provider shall fully and promptly indemnify the Council in respect of any claims brought by any such employee/volunteer arising therefrom.
 - (iii) ensure that his employees/volunteers carry out their duties and behave whilst on any Facilities owned by the Council in an orderly manner and in as quiet a manner as may reasonably be practical having regard to the nature of the duties being performed by them. The Service Provider shall further ensure that his staff do not unlawfully remove any article or thing from Facilities of the Council whether the property of the Council or of its employees, agents or sub-Service Providers or of the public or other persons.
 - (iv) ensure that his employees/volunteers whilst at the Facilities maintain a high standard of personal hygiene, demeanor and cleanliness.
 - (v) ensure that all staff employed are of the legal age to be employed.
 - (vi) ensure that the consumption of any alcohol beverage by employees/volunteers whilst working on the Facilities is strictly forbidden.
 - (vii) prohibit his staff/volunteers from smoking inside the Facilities or on or in any other Facilities owned or occupied by the Council.
 - (viii) ensure that all staff employed are of the legal age to be employed.

- (ix) require his employees/volunteers at all times to be properly and presentably dressed in appropriate uniforms or workwear to the satisfaction of the Council. Where the nature of any task in the provision of the Services make the wearing of protective clothing or footwear necessary or appropriate or where the Council's policies or procedures as notified to the Service Provider require the Service Provider shall provide and shall ensure that his staff/volunteers wear such clothing and footwear.
 - (x) ensure that staff/volunteers do not wear their protective catering clothing outside the catering Facilities, including when journeying to and from work.
- 10.6 The Service Provider shall ensure that no staff/volunteers engaged in or any equipment, machinery or materials used in connection with the performance of the Services shall bear any advertising material (other than the manufacturer's own name) without the prior written consent of the Council.
- 10.7 The Service Provider shall comply with any law which prohibits discrimination in relation to employment on the grounds of sex, colour, race, age, ethnic or national origin or religion.

Staff Training

- 10.8 The Service Provider shall ensure that every person appointed by the Service Provider in and about the provision of the Services is at all times properly and sufficiently trained and instructed with regard to:-
- (i) the task or tasks that person has to perform;
 - (ii) any relevant provisions of the Agreement;
 - (iii) relevant rules, procedures and standards of the Council;
 - (iv) all relevant rules, procedures and statutory requirements concerning HSWA;
 - (v) fire risks and fire precautions;
 - (vi) the necessity to observe the highest standards of courtesy and consideration to the public to promote and enhance the Council's image and reputation.
- 10.9 The Service Provider shall ensure that all persons who use work equipment have received adequate training for purposes of health & safety and food hygiene, including training in the methods which may be adopted when using the work equipment, any risks which such use may entail and precautions to be taken.

Staff Health

- 10.10 The Service Provider shall:
- (i) comply with the Department of Health's guidance "Food Handlers - Fitness to Work".
 - (ii) ensure that all staff working in a food handling area shall maintain a high degree of personal hygiene and shall wear suitably, clean and, where appropriate, protective clothing.
 - (iii) ensure that all staff/volunteers, prior to taking up their duties, are certified medically fit for these duties.
 - (iv) ensure that no person, known or suspected to be suffering from or to be a carrier of a disease likely to be transmitted through food or while afflicted, for example

with infected wounds, skin infections, sores or with diarrhea, shall be permitted to work in any food handling area in any capacity in which there is likelihood of directly or indirectly contaminating food with pathogenic micro-organisms.

Personal Hygiene

- 10.11 The Service Provider must ensure that within the food handling and sanitary accommodation a wash hand-basin is suitably located with the following items:
- (i) an antibacterial liquid soap;
 - (ii) a hygienic method for drying hands, preferably paper towels from a suitable dispenser, together with an adjacent waste paper bin;
 - (iii) plastic nail brush;
 - (iv) an adequate supply of hot and cold or warm water at a suitably controlled temperature.
- 10.12 The Service Provider shall ensure that adequate and suitable sets of uniforms are provided to ensure all staff are able to wear a clean uniform at all times.

11. Provisions

11.1 Purchases and Stocks

- 11.1.1 The Service Provider shall be responsible for the purchase and storage of all beverage and catering products, ingredients and materials necessary to ensure a complete provision of the Services, at no cost to the Council.
- 11.1.2 Any contract, agreement or arrangement entered into by the Service Provider for the provision of beverage and catering products, ingredients and materials shall not extend beyond the Initial Term of this Agreement (or, in the event that the Initial Term is extended in accordance with the provisions of this Agreement the Extended Term).
- 11.1.3 Payment for the purchase or provision of any beverage and catering product, ingredient, material or service must be prompt. The Service Provider shall ensure that the default of payment for legitimate purchase or services does not occur.
- 11.1.4 The Service Provider must accept no raw material or ingredient if they are known to be, or might reasonably be expected to be, so contaminated with parasites, pathogenic micro-organisms, or toxic, decomposed or foreign substances, that after normal sorting and/or preparatory or processing procedures hygienically applied by food businesses, they would still be unfit for human consumption.

11.2 Storage

- 11.2.1 The Service Provider shall:
- (i) ensure that all raw materials and ingredients stored in the establishment shall be kept in appropriate conditions designed to prevent harmful deterioration and to protect them from contamination.
 - (ii) ensure that any delivery of drink and catering supplies is immediately removed to its designated place of storage.

11.3 Food Delivery and Storage

11.3.1 The Service Provider must ensure that all food and drink which is handled, stored, packaged, displayed and transported, shall be protected against any contamination likely to render the food unfit for human consumption, injurious to health or contaminated in such a way that it would be unreasonable to expect it to be consumed in that state. In particular, food must be so placed and/or protected as to minimise any risk of contamination. Adequate provisions and procedures must be in place to ensure pests are controlled.

11.4 **Temperature Control**

11.4.1 The Service Provider must:

- (i) comply with Regulation 30 of the Food Hygiene Regulations and any other statutory requirements in relation to Food Temperature Control.
- (ii) keep records of all the chillers/freezers and hot cupboards/ baine maries on site, and keep the records for 3 months for inspection. There must be a thermometer in every piece of frozen food storage equipment and one in every piece of chilled food storage equipment.

12. **Facilities and Equipment**

12.1 **Upkeep of the Facilities**

12.1.1 The Council will be responsible to maintain the structure and fabric of the Facilities. Except in cases of emergency any required works or repairs must be agreed in advance in writing with the Council's Officer and must be undertaken by contractors approved by the Council. Repairs or required works (not being emergency works) arranged without the written agreement of the Council any charges relating to those works will be the responsibility of the Service Provider. If works are required due to the negligence misuse or willful damage by employees, servants or agents of the Service Provider will be the responsibility of the Service Provider.

12.1.2 The Council shall during the Term, permit the Service Provider to use, in connection with the provision of the Services, all Equipment listed in the Inventory.

12.1.3 The Service Provider shall be responsible for ensuring that the Facilities and Equipment provided by the Council are and remain fit for the purpose for which they are required.

12.1.4 The Parties shall jointly agree the Inventory including the condition of equipment, any equipment that is not of a serviceable standard will be removed and not replaced.

12.1.5 The Service Provider shall:

- (i) be responsible for maintenance and replacement of Equipment arising from the negligence or willful damage of its employees/volunteers or agents.
- (ii) as soon as is reasonably practical inform the Council of loss or damage to Equipment shown on the Inventory and provide all reasonable support to the Council in determining the cause of and making good the said loss or damage.
- (iii) be responsible for ensuring that the Facilities and Equipment provided by the Council are and remain fit for the purpose for which they are required.
- (iv) ensure that the Facilities are kept clean and maintained in good repair and

condition.

- (v) ensure that all ventilation units shall be aired to prevent excessive heat, cooking smells, condensation and dust and to remove contaminated air.
 - (vi) ensure that all materials used for wiping up and drying surfaces and Equipment are clean and dry.
 - (vii) consult with the Facility Manager and gain permission prior to installation or fitting of any shelving, display boards/notices or safes etc. within the CEMIP.
- 12.1.6 Mop buckets shall never be filled from or emptied into food preparation sinks.
- 12.1.7 All cleaning equipment/materials shall be stored in a tidy, hygienic manner away from food.
- 12.1.8 Provision and replacement of all cleansing materials and equipment shall be the responsibility of the Service Provider.
- 12.1.9 Title to all Equipment (including any equipment properly replaced by the Service Provider under this clause) and all rights and or warranties applying to that equipment shall at all times vest in the Council.

12.2 Provision of Catering Equipment

- 12.2.1 Any Equipment provided under the Agreement prior to the Commencement Date and which is to be loaned to the Service Provider for the Term of the Agreement, is included in the Inventory
- 12.2.2 The Service Provider shall ensure that all Equipment which requires PAT testing is tested annually. The Service Provider shall be responsible for PAT testing on any equipment at the Facilities which is not listed on the Inventory.
- 12.2.3 As from the Commencement Date the Service Provider shall be responsible for the maintenance/ replacement of the Equipment, Portable Equipment and Fixed Equipment as detailed in the Inventory.
- 12.2.5 The Council reserves the right to make use of any item of Equipment for the Term of the Agreement without costs to the Council.

12.3 Compensation for Loss or Damage to Catering Equipment

- 12.3.1 The Council reserves the right to charge the Service Provider for all loss, damage or theft, by the Service Provider or their agents or representatives and if necessary for the replacement or repair of any Equipment as may be required as a result of the negligent acts or omissions and or deliberate damage caused by the Service Provider its staff or agents.

12.4 Quality of Catering Equipment

- 12.4.1 The Service Provider shall ensure that the standards of design, materials, management and construction of equipment obtained to replace Equipment that has been lost, damaged or is otherwise unusable shall not be less than that of the Equipment it is replacing.

12.5 **Utility Services and Costs**

- 12.5.1 The Service Provider shall operate the Services in such a way as to cover the costs of their business and any required profits from income but at all times operating in a way in which the Council would approve.
- 12.5.2 The Council will not consider any claim for loss of income as a result of closure due to a force majeure event in accordance with clause 32.
- 12.5.3 The Service Provider agrees to pay for any photocopying required from reception at a cost of 0.10 pence per copy.

12.6 **Waste Disposal and Refuse Collection**

- 12.6.1 The Service Provider must:
- (i) ensure that food waste and other refuse from the provision of the Services must not be allowed to accumulate in food rooms at the Facilities, except so far as is unavoidable for the proper functioning of the business.
 - (ii) provide adequate provision of refuse sacks and the placing of all waste refuse in containers approved by the Council at the designated collection point.
 - (iii) ensure that adequate provision is made for the removal and storage of food waste and other refuse, this should be removed from the building into the containers in the bin compounds where possible glass waste should be recycled. Refuse stores must be designed and managed in such a way as to enable them to be kept clean, and to protect against access by pests, and against contamination of food, drinking water, equipment or Facilities.
 - (iv) be responsible for the disposal of waste cooking oil to such a disposal point as may be agreed with the Council.
 - (v) dispose of food waste and other refuse in disposable containers, unless the Service Provider can satisfy the Council that other types of containers used are appropriate.
- 12.6.2 All disposals made by the Service Provider under clause 12.6 shall be at the Service Provider's own expense.

13 **Health and Safety**

13.1 **General**

- 13.1.1 The Service Provider shall ensure that it:
- (i) adopts safe methods of work in order to protect the health and safety of his own employees/volunteers, the employees/volunteers of the Council and of all other persons including members of the public.
 - (ii) constantly review its Health and Safety Policy and Safe Working Procedures as often as may be necessary and in the light of changing legislation or working practices or the introduction of new equipment and shall notify the Council in writing of any such revisions.

- (iii) has full regard for the safety of all persons associated with the Services and shall keep all Facilities, plant, machinery, equipment and chemicals in a safe condition at all times.
- (iv) Shall enforce strictly all fire safety regulations. This includes regular fire drills (minimum of four per annum), regular checks on firefighting equipment including an annual service of such equipment by a recognized company, staff training to deal with fire emergencies and adequate signing of emergency exit routes.
- (v) exercises particular care in relation to the storage of chemicals and equipment which can be dangerous in the event of fire.
- (vi) trains sufficient of his staff/volunteers in the basics of First Aid and shall ensure that there is a qualified First Aider on duty at the Facilities at all times when the Facilities are open. The qualification must be approved by the Red Cross, St Johns Ambulance or other similar organisation.

13.1.2 The Service Provider will be expected to comply with the Council's safety policy for the operation of the Services at the CEMIP. All employees shall receive a personal copy of the safety policy and have access to all other relevant documents concerned with HSWA.

13.1.3 If at any time the Council reasonably considers that HSWA and/or the Council's safety policy are not being complied with, the Council shall be entitled to do either or both of the following:-

- (i) To instruct the Service Provider to cease to provide the Services (or a specified part) either immediately or within a specified period not later than a specified date of time;
- (iii) To instruct the Service Provider to;
 - a) take specified steps to secure compliance with HSWA and/or the Council's safety policy (as appropriate); or
 - b) to comply with advice or requirements of the Health & Safety Executive or the Council's Safety Adviser.

13.1.4 The Council shall have access to all parts of the Facilities at all times for the purpose of inspection and may prohibit unsafe practices as appropriate and, if necessary, demand the closure of the Business Areas or parts thereof.

13.1.5 In the event that the Service Provider is required to cease provision of the Services or part of the Service, he or she will not resume such provision until the Client Officer has confirmed, in writing, that the non-compliance has been rectified.

13.1.6 The Council retains the absolute right to instruct the Service Provider to close the catering facilities immediately in the interests of public safety.

13.1.7 Inspections of the Equipment should be carried out on a regular basis and any defects rectified or reported to the Council with a response from the Council within 10 working days.

13.2 **Emergency Procedures**

13.2.1 The Service Provider shall agree to work in line with the facility EAP (Emergency Action Plan) as attached in order to deal effectively with situations such as smoke/fire, release of gases, bomb threats, water contamination, illness/injury, disorderly behavior or disturbances etc.

13.2.2 The Service Provider shall display any relevant Health & Safety notices as required.

13.3 **Control**

13.3.1 The Service Provider shall ensure adequate preventative and reactive procedures are in place to control pests in connection with the Agreement, this to include the removal of pests where necessary.

13.4 **First Aid**

13.4.1 The Service Provider's Code of Practice shall include the procedures to be followed in case of injuries sustained by employees/volunteers and others while on the Facilities.

13.4.2 The Service Provider must comply with the provisions of The Health & Safety (Safety Signs & Signals) Regulations 1996.

13.4.3 The Service Provider will be responsible for administering first aid, calling an ambulance where necessary and for keeping the first aid box unlocked in a position where it is easily accessible and adequately stocked.

13.5 **Accident Reporting**

13.5.1 An accident book must be kept at the Facilities and used for logging every accident resulting in personal injury to employees, customers and visitors and the Service Provider will comply with Reporting of Injuries and Dangerous Occurrences Regulations 1985. The Service Provider will be expected to inform the Council of any serious injury or accident.

13.6 **Food Poisoning**

13.6.1 In the event of an outbreak of food poisoning suspected of being attributable to any part of the Services, the Service Provider will immediately notify

- i) the Council.
- ii) the officer of the Authority responsible for Environmental Health.

13.6.2 The Service Provider will co-operate fully with any instructions of the Council or the officer of the Authority responsible for Environmental Health concerning an outbreak of food poisoning attributed to any part provided under the Agreement.

13.6.3 The Service Provider shall indemnify the Council against any claim for damages due to food poisoning made against any part provided under the Agreement. A copy of a Certificate of Indemnity shall be provided by the Service Provider to the Council.

13.6.4 The Service Provider will be responsible for the repair or replacement any damaged fixtures and fittings.

14. **Marketing, Promotion and Advertising**

14.1 **Marketing**

- 14.1.1 The Service Provider shall undertake to positively and proactively market the Services and the opportunities provided. This should be carried out in a planned and co-ordinated manner
- 14.1.2 Both Parties will actively promote the Services for the other and proactively support the other to achieve their business aims in terms of marketing and general promotion or services and activities.

14.2 **Advertising**

- 14.2.1 The Service Provider shall have no right to use the trade marks, symbols, logos or trade names of the Council and its facility management directly or indirectly whether at the facility or otherwise, in connection with any promotion, service or publication without the prior written approval of the Council.
- 14.2.2 The Service Provider shall ensure that no advertising material causes offence to the customers or embarrassment to the Council.
- 14.2.3 The Service Provider will be expected to assist in promoting the Council at all times.

15. **Complaints, Comments and Compliments**

- 15.1 All letters of complaint comment or compliment regarding the Service received by the Council or Service Provider must be dealt with effectively and given a formal written response in accordance with Corby Borough Councils policy of acknowledgement within 5 days and a full response within 10 days.. A written register of all complaints shall be maintained by the Service Provider for inspection by the Council. Copies of all letters are to be referred to the Council within 24 hours of receipt.
- 15.2 The Council will display signs to say that CEMIP and LPSC are Council Facilities and complaints can be forwarded to their offices.

16 **Re-cycling and Re-Cycled Materials**

- 16.1 The Service Provider should use, wherever practicable, paper materials which are made, or incorporate, re-cycled material.

17. **Control of the Business Areas.**

- 17.1 The Service Provider shall:
- (i) be responsible for the management of the Business Areas as shown on the Plan during Normal Opening Hours.
 - (ii) keep a record of all attendances within the Business Areas and provide them on a monthly basis to the Facility Manager.
 - (iii) be responsible for cleaning the Business Areas and other associated areas where the Services are provided and for the removal of litter and other debris. The Council agrees to clean any area used in the delivery of their business in agreement with the Service Provider.

- (iv) if required liaise with the Council and other authorities in relation to issues affecting the Services and associated areas at the Facilities.
 - (v) liaise and support other users at the Facilities who have agreed use of the facility. The Service Provider will not be allowed to introduce new events without the agreement of the Council.
 - (vi) ensure that the Services are accessible for persons with a disability and persons with additional needs.
 - (vii) ensure that users of the Services conform to the Council's rules and/or bylaws.
 - (viii) monitor the Business Areas on a daily basis, and to report any major concerns to the Council's Officer.
- 17.2 All rules and policies for the use of the Business Areas must be agreed by the Council's Officer.

18. Council's Option to Extend

- 18.1 At the Completion Date the Council may at its sole discretion extend the Agreement for the Extended Term either as whole or part and if so extended by part for a period of 36 months with the option thereafter yet a further period of 24 months subject to agreement by both Parties. For the avoidance of doubt this means that the contract can be extended for 3 years following the Initial Term until 31st March 2024 and thereafter for a further extension of 2 years. The maximum term of the contract will be 10 years if the term of this Agreement is extended beyond the Initial Term by the invitation of the Council and with the acceptance of the Service Provider to such extension.
- 18.2 If the Council extends the Initial Term in accordance with the provisions of clause 18, it reserves the right to alter the Fee and the terms and conditions contained within this Agreement.

19. Conflict of Interest and Duty of Care

- 19.1 The Service Provider hereby undertakes that it will use its reasonable endeavors to avoid being engaged in any activities (including those of a party political nature) where there is or is likely to be an actual or perceived conflict with the interests, policies, aims or objectives of the Council. The Service Provider shall as soon as is practically possible disclose to the Council any such potential conflict, and shall comply with any reasonable measures required by the Council to mitigate such conflict.
- 19.2 The Service Provider undertakes to the Council that it will act diligently, loyally and faithfully toward the Council and will protect and promote the interests of the Council at all time.

19.3 The Service Provider will owe a duty of care in providing the Services to the Council.

20. Management of the Facilities

20.1 The Service Provider shall:

- (i) manage the Facilities on behalf of the Council in accordance with this Agreement.
- (ii) keep clean:
 - i) Kitchens
 - ii) Cellar & storage areas
 - iii) Ground Floor Store - LPSC
 - iv) Goods Lift - :LPSC
 - v) Bar Managers space
 - vi) Bar Areas
 - vii) Preparation Area
 - viii) Toilets during functions
 - ix) Cafeteria/Bar Areas as shown on Annex 1.
 - x) Keep the Facilities free from litter

20.2 Ensure that the agreed Business Areas are operated as a no smoking facility.

21 Confidential Information

21.1 All documents, notes, papers, data and all other information or work relating to the Services shall be available for inspection and or copying by the Council, its agents or servants at any time (including, for the avoidance of doubt, after termination of this Agreement). The Service Provider agrees it shall not use such data, documents or information for any purpose other than for the provision of the Services.

21.2 The Service Provider shall not disclose to any third party any information reasonably considered to be confidential by the Council.

22 Termination/Communication and Notices

22.1 This Agreement may be terminated by the Council or the Service Provider not earlier than the end of one month from the Commencement Date, provided that 90 days written notice is given by the Council in the event of it terminating and 183 days notice being given in the case of the Service Provider choosing to terminate.

22.2 On receipt by the Service Provider of a notice to terminate referred to herein. The Service Provider shall not, unless otherwise agreed between the Parties, be under any obligation to carry out any subsequent orders which cannot reasonably be completed before the expiration of such notice; provided that the Service Provider shall not be relieved of his obligation to complete such request(s) as may have been properly given prior to the receipt of such notice even if such obligations are to be completed before the expiry of such notice.

- 22.4 Where the Agreement is terminated in accordance with this clause, the Service Provider shall supply the Council with a valuation of the Services to date and the Council shall pay such amount as long as there is no dispute over the valuation of services.
- 22.5 In addition to the Council's general right to terminate at clause 22.1 the Council shall have the right to terminate the Service Providers appointment under this Agreement and if the Council so wishes, to terminate with immediate effect in the event that:
- 22.5.1 The Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015
 - 22.5.2 The Service Provider has at the time that this contract was awarded been in a situation whereby it should have been excluded from the procurement procedure in accordance with the provisions of Regulation 57 of the Public Contracts Regulations 2015
 - 22.5.3 The Service Provider commits any material breach of its obligations under this Agreement; or
 - 22.5.4 The Service Provider is dissolved for any reason; or
 - 22.5.5 A liquidator or receiver is appointed; or by any order made for its liquidation, winding up or dissolution; or
 - 22.5.6 The Service Provider is guilty of gross misconduct likely to prejudice the reputation of the Council and fails to remedy the same forthwith upon being required to do so and fails to remedy the same forthwith upon being requested to do so
- 22.6 The Service Provider shall in the first instance direct all communications with the Council to the Client Officer who shall have full authority to act on behalf of the Council for all purposes in connection with the Agreement unless otherwise notified to the Service Provider by the Council in writing.
- 22.7 Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.
- 22.8 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by facsimile transmission (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 22.9. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) working days after the

day on which the letter was posted or, in the case of facsimile transmission on the next working day or sooner where the other Party acknowledges receipt of such letters or facsimile transmission.

22.9 For the purposes of clause 22.8, the address of each Party shall be:

(a) For the Client:

Address: Corby Borough Council, The Corby Cube,
Parkland Gateway, George Street, Corby,
Northamptonshire NN17 1QG.

For the attention of: Head of Culture and Leisure

Fax: 01536 464041

(b) For the Service Provider:

Address:

For the attention of:

Fax:

22.10 Either Party may change its address for service by serving a notice in accordance with this clause.

23 Requirements of the Service Provider at Termination

23.1 If the Agreement is terminated as provided herein:

23.1.1 The Service Provider shall, unless requested otherwise by the Council, forthwith cease to perform any of the Services from the date specified in accordance with the termination.

23.1.2 The Service Provider shall deliver to the Council all Equipment which is the property of the Council in good condition fair wear and tear accepted to the satisfaction of Council.

23.1.3 The Service Provider shall deliver up possession of the Facilities to the Council in good repair and condition to the satisfaction of Council. This shall include ensuring that the Facilities and Equipment are in the same condition (subject to fair wear and tear) as at the Commencement Date and shall undertake any necessary service, repair or maintenance to ensure that these provisions are complied with.

23.1.4 The Council shall notify the Service Provider of any respects in which he considers that the Equipment or the Facilities are not in a good condition to his satisfaction, in which case the Service Provider shall execute such works of repair or rectification as the notice requires within a reasonable period.

- 23.1.5 If the Service Provider shall fail to do any such work as aforesaid the Council shall be entitled to carry out such work by its own workmen or by other Service Provider and shall be entitled to recover from the Service Providers the cost thereof or may deduct the same from any monies due or that become due to the Service Provider.
- 23.1.6 The Council shall be entitled to repossess and use to perform the Services goods leased, loaned or hired to the Service Provider and to exercise a lien over any of the materials, clothing, equipment, vehicles or other goods belonging to the Service Provider for any sum due hereunder or otherwise from the Service Provider to the Council.
- 23.1.7 The Council shall be entitled to make alternative arrangements for carrying out the Services and be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof and to use without any payment or allowance for the Equipment and all or any of the Service Provider's materials, clothing, equipment, or other goods.
- 23.1.8 The Council shall be entitled to deduct or recover from any sum or sums which would but for such termination have been at the date of such termination due from the Council to the Service Provider under this Agreement or any other contract as a debt, any loss or damage to the Council resulting from or arising out of the termination to the Service Provider's employment. Such loss or damage shall include the reasonable cost to the Council for the time spent by its officers in terminating the Service Provider's employment and in making alternative arrangements for the provision of the Services or part thereof.
- 23.1.9 The Council shall subject to sub-condition 23.1.10 below cease to be under any obligation to make further payment under the terms and conditions of this Agreement until the end of the Term and the ascertainment within a reasonable time thereafter of the Council, of the cost, loss and/or damage occasioned to the Council resulting from or arising out of the Service Provider's employment.
- 23.1.10 When the total costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's employment have been ascertained and so far as is practicable set off against any sum which but for such termination, would have been due to the Service Provider the Council shall be entitled to recover from the Service Provider as a debt any balance as shown as due to the Council, or alternatively, the Council shall pay to the Service Provider any balance shown as due to the Service Provider. The Council shall certify the amount by which the said costs, loss or damage (in so far as not by the date of the Certificate already recovered from the Service Provider) exceeds or falls short of the amount otherwise due to the Service Provider and the amount as certified shall be a debt payable to the Council by the Service Provider or to the Service Provider by the Council (as the case may be).

24. Liability Indemnity and Insurance

- 24.1 The Service Provider shall be liable for and shall fully and promptly indemnify the Council, its officers, employees, agents and other Service Providers against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings

whatsoever, howsoever arising whether in contract tort or otherwise, directly or indirectly, out of or in the course of or in connection with the provision of or failure to provide the Services or the use or occupation by the Service Provider of the Council's Facilities or the breach by the Service Provider of any provision of the Agreement.

- 24.2 For the avoidance of doubt the Service Provider's liability to indemnify the Council pursuant to this condition on account of loss or damage to any property of any nature whatsoever includes the liability to reimburse the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property whether or not such reinstatement or replacement results in an improvement on or to the property so lost or damaged.
- 24.3 The Service Provider's liability of indemnity to the Council arising under this clause shall be without prejudice to any other right or remedy available to the Council.
- 24.4 The Council shall not under any circumstances be liable to the Service Provider whether in contract tort or otherwise for any loss damage or injury however caused or arising out of or in the course of or in connection with the provision by the Service Provider (or its permitted sub-Service Providers) of the Services or the use or occupation by the Service Provider or the Service Provider's staff or permitted sub-Service Providers of the Council's Facilities and property.
- 24.5 Clause 24.4 shall not apply in relation to any deliberate or negligent act or omission of the Council or any of its employees and, in particular, any negligent act or omission giving rise to death or personal injury.
- 24.6 The Council shall not in any event be liable to the Service Provider for any indirect or consequential loss whatsoever and howsoever caused.
- 24.7 Without prejudice to its liability to indemnify the Council under clause 24.1 the Service Provider throughout the Term will maintain such insurances as are necessary to cover any liability arising under clause 24. Such insurance cover shall not be less than £10,000,000 in respect of any one incident and the Service Provider's insurance policy affecting such cover shall have the interest of the Council noted thereon.
- 24.8 The Service Provider shall throughout the Term maintain insurance in respect of personal injury or death of any person that may arise under a contract of service with the Service Provider and arising out of an incident occurring during the course of such person's employment in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof.
- 24.9 Without prejudice to Clause 24 the Service Provider shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by

the Council and shall fully insure and indemnify the Service Provider against liability:

- (i) to the Council and to any employee of the Council;
- (ii) to the employees of the Service Provider;
- (iii) to any other person;
- (iv) in the sum of at least £10,000,000 in respect of each claim.

24.10 The Service Provider shall take out and maintain insurance in respect of Public Liability insurance for an amount not less than Five Million Pounds (£5,000,000.00)

24.11 The Service Provider shall at the Commencement Date and thereafter upon request produce to the Council a copy of the policies affecting the insurances referred to, together with documentary evidence that such insurances are properly maintained.

24.12 The Service Provider agrees to indemnify the Council against all claims, actions, demands, penalties, liabilities, costs or expenses arising out of or in any way connected with any tax, National Insurance or similar impost or other such payments of a revenue nature which may be found due from the Council in respect of the Service Provider's provision of the Services.

24.13 Nothing in the Agreement shall purport to exclude or restrict the liability of the Service Provider for death or personal injury arising out of its acts or omissions, its agents, employees, servants and sub-Service Providers.

25. Relationship of Parties

25.1 Nothing contained in this Agreement will be construed or have effect as constituting any employment relationship between the Council and the Service Provider.

25.2 Nothing within this Agreement will constitute the Service Provider as an agent of the Council and the Service Provider will have no right or authority to contract on behalf of the Council or bind the Council in any way to third parties save as specifically authorised by the Council from time to time during the period of this Agreement.

26. Rights of Third Parties

26.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of this Agreement this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

27. Bribery and Corruption

27.1 The Council shall be entitled to cancel this Agreement and to recover from the Service Provider the amount of any loss resulting from such cancellation, if the Service Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or the execution of this Agreement or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Council or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Service Provider) or if in relation to any contract with the Council the Service Provider or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010.

28. Statutory Regulations

28.1 The Service Provider shall in all matters arising in the performance of the Services, whether directly or indirectly, conform with all Acts of Parliament and with all orders, regulations and byelaws made with statutory authority by Government Departments or by local or other authorities which are applicable to the Agreement whether included expressly in this agreement or otherwise.

28.2 In the event that the Council necessarily incurs costs to which it would not otherwise be liable due to the Service Provider's failure to comply with any law or any order, regulations or byelaw having the force of law, the amount of such costs shall be reimbursed by the Service Provider.

29. Variations

29.1 The Council may, at any time, by written notice, request the Service Provider to make any reasonable alteration to the Service (herein referred to as a "Variation"). In the event of a Variation being required, the Council shall instruct the Service Provider to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Service. The Service Provider shall respond within fourteen (14) days from receipt of the Council's instructions or such other period as may be agreed.

30. Assignment

The Service Provider shall not assign or sub-contract any of their obligations under the Agreement without the prior written consent from the Council.

31. Waiver

No delay, neglect or forbearance on the party of the Council in enforcing the Service Provider any term or condition of the Agreement shall either be deemed to be a waiver or in any way prejudice any right of the Council under the Agreement.

32. Force Majeure

Neither party shall be liable for any failure to perform its obligations under the Agreement if such failure results from circumstances beyond the party's reasonable control, providing that the other Party is notified in writing of these circumstances as soon as possible.

33. Arbitration

Save in respect of termination pursuant to clause 22 (in respect of which the rights of the Council shall be absolute) or any other condition where the discretion of the Council is stated to be absolute any dispute or difference which may arise between the Council and the Service Provider in connection with or arising out of the Agreement may be resolved by negotiation within 14 days, in the event the matter remains unresolved the matter may by agreement be referred to arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Council and the Service Provider or failing such agreement within fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.

34. TUPE

34.1 The Service Provider shall:

- (i) comply with the Employment Regulations when there is any Relevant Transfer of staff under this Agreement.
- (ii) when necessary supply in writing to the Council information concerning service and terms and conditions of employment including pension arrangements, sickness records and any other details necessary or the Council to enable other Service Providers to make tenders incorporating the as amended when the Contract is re-tendered at the end of the Term any time and upon reasonable notice.
- (iii) indemnify the Council against all claims whatsoever and howsoever arising from the Commencement Date of this Agreement.
- (iv) in the event of the termination or expiry of this Agreement for any reason the Service Provider shall fully co-operate with the Council to the extent reasonably required to facilitate the smooth migration/ transition of the

Services from the Service Provider to the Council and/or the replacement supplier.

35. Miscellaneous

- 35.1 The expression “the Service Provider” shall include their respective successors and permitted assigns and their respective employees/volunteers and agents and their respective employees and agents.
- 35.2 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 35.3 Words importing the singular indicate the plural and visa versa words importing a gender include every gender and a reference to parties includes bodies corporate and incorporate.
- 35.4 All references to Acts of Parliament, Statutory Instruments and Codes of Practice etc, shall be interpreted as including a reference to that Act of Parliament, Statutory Instrument and Code of Practice as amended or re-enacted from time to time.
- 35.5 The Service Provider shall hold, maintain Facilities licence and comply with all relevant Licence Legislation and regulations in relation to the Services.
- 35.6 The Service Provider shall at all times observe and perform all of its obligations as licensee. Any breach by the Service Provider of any provision of any of the licence shall be deemed to be a breach of the Agreement.
- 35.7 The Service Provider will when required take full responsibility for the safeguarding and security of the kitchen and cafeteria and when necessary perform the duties as an authorised key holder.
- 35.8 All references to Acts of Parliament, Statutory Instruments and Codes of Practices etc, shall be interpreted as including a reference to that Act of Parliament, Statutory Instrument and Code of Practice as amended ore re-enacted from time to time.

34. Law

- 34.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Service Provider irrevocably submits to the jurisdiction of the English courts.

IN WITNESS of which the parties have executed this Agreement as a deed the day and year first above written

Corby Borough Council

.....

Chief Executive

.....

Mayor/ Leader

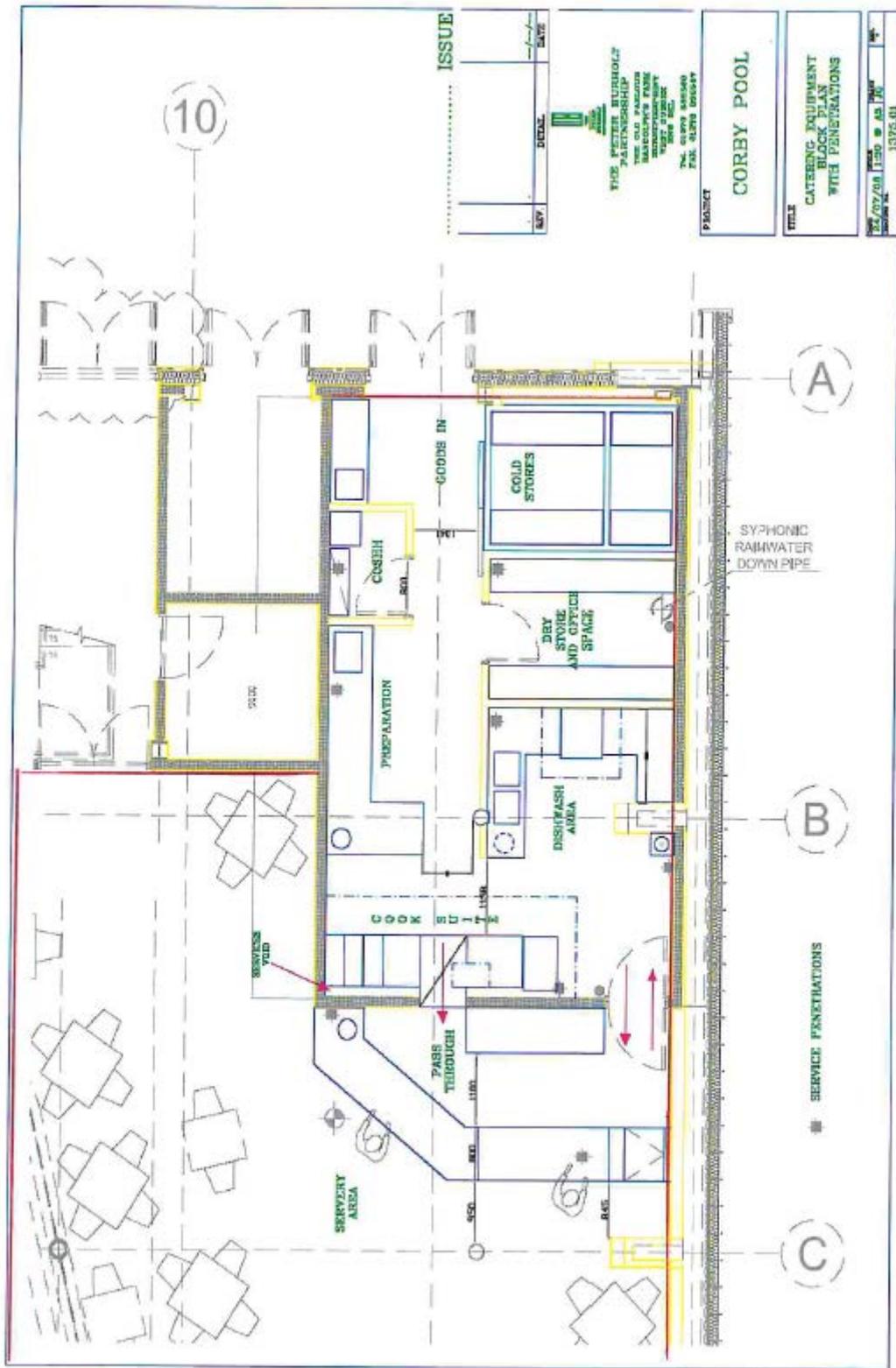
Service Provider

.....

Director

.....

Director



SPECIFICATION

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1. INTRODUCTION

- 1.1. This specification sets out the nature of the services to be provided. Where quality standards are set out, they are the minimum acceptable levels to be achieved on a consistent basis.
- 1.2. This specification is not exhaustive and is to be taken as indicative of the general standards which are to be achieved.
- 1.3. Where the services required are described, this is to give a board indication of the type of services currently envisaged. It is expected that the successful bidder will co-operate with the Council during the course of the Contract to provide such services as required and to develop and improve the services to meet changing needs.

2. BACKGROUND

- 2.1. There are two sites included in this procurement exercise:
 - i. Lodge Park Sports Centre Sir Matt Busby Lounge & Sports Bar; and
 - ii. Corby East Midlands International Pool Café and Vending.
- 2.2. The tender is to bid for both sites breaking down each separately. Please see tables below identifying each site with suggested requirements.

2.2.1. Catering Facilities (Table 2.2.1.)

BUILDING	CATERING FACILITIES					INVESTMENT REQUIRED
	Catering	Approx. Seats	Bars	Vending	Hospitality	
Corby Pool	Yes	72	No	Yes	Yes	Light Equipment
Lodge Park Sports Centre	Yes	-	Yes	Yes	Yes	Bar Furniture (tables and chairs), Projector for TV/sports games, Freezer, Gas Cooker

2.2.2. Attendances (Table 2.2.2.)

FACILITY	2015-16	2016-17	2017-18
Lodge Park Sports Centre	199,520	211,724	183,546
Corby East Midlands International Pool	443,026	378,184	379,948

2.2.3. Catering Turnover (Table 2.2.3.)

FACILITY	2017/18
Lodge Park Sports Centre	£200,000 approx
Corby East Midlands International Pool	

- 2.3. There is opportunity for the new contract to add value to the provision and create more income through increased marketing and promotion.

2.4. Opening Times and Events

2.4.1. Current opening times for each facility are shown as follows (Table 2.4.1.)

FACILITY	OPENING TIMES AND SPECIAL EVENTS	CATERING / BARS OPERATING TIMES
Corby Pool	<p>Monday - Friday 06:30 - 22:00</p> <p>Saturday 09:00 - 17:00 (18:00 - 21:00 for swimming galas)</p> <p>Sundays and Bank Holidays 09:00 - 16:00</p> <p>Special Events 6 full weekends of Galas per annum (circa 500 people per day)</p>	<p>Monday - Friday 09.30 - 18:00</p> <p>Saturday & Sunday 09:00 -15:30</p> <p>Galas 08:00 - 17:00</p>
Lodge Park Sports Centre	Open every day 07:30 - 22:00	<p>Monday – Friday 12:00 -14:00 / 18:00 - 11:00</p> <p>Saturday 09:30 - 14:00 / 18:00 - 23:00</p>

2.4.2. The Service Provider will be required to operate during the above core times, as a minimum. Any changes to this will need to be agreed with the Leisure Manager.

2.5. Lodge Park Sports Centre is a multifunctional facility with two Sports Halls, Crèche, Gym, all weather sports pitch, 4 studios and community room. There are also a number of small health and well-being related businesses operating from the facility.

2.6. Corby East Midlands International Pool consists of a 50-meter Pool with moveable floors supporting a wide range of aquatic sessions including diving, 20-meter Pool, Fun Pool, Flume and Health suite with Spa Pool, Jacuzzi and Sauna. The facility also has a Gym, Studio, Crèche and Cafe.

3. SCOPE

3.1. The successful bidder will be required to provide Bars and Catering services at the two facilities, as detailed below. Any change to the provision would need to be discussed and agreed with Facility Management.

3.2. Service Provision required:

3.2.1. Lodge Park Sports Centre

- i. A bar service;
- ii. The successful bidder will hold the License to sell alcohol in the premises and this must be maintained throughout the contract duration;
- iii. Catering provision – no vending in any area, gaming machines need to be in agreement with the Leisure Manager;

- iv. Take responsibility for security of building when leisure sessions in the facility end or are not open if a bar function operates outside of normal operating hours and bank holidays;
- v. The successful bidder will ensure the decor and maintenance of the Sir Matt Busby Lounge remains clean and in a high standard of decoration. the successful bidder will be responsible for decorating the bar and lounge area in agreement with the Leisure Manager;
- vi. Furniture, including tables and chairs, needs to be provided for the Lounge area and must be robust and in a safe condition at all times; and
- vii. No alcohol will be allowed to be serviced to patrons under the age of 18 years and all diligence should be used in determining proof of age of any patron that looks under the age of 25 years. Appropriate management systems need to be in place to ensure this is well managed.

3.2.2. Corby East Midlands International Pool

- i. Cafe Service; and
- ii. Vending within the café area, as identified on the facility plan, selling drinks and confectionary other than health and performance promoting, natural sports supplements products.

3.3. The bar and café areas (shown edged in red on the plan provided at Appendix 1.1 and 1.2) includes through routes to other facilities and rooms at the facilities and users of the facilities must be permitted free access through the café seating area at all times.

3.4. As a part of this Specification, Appendix 2.1 and 2.2 provide details of the limited equipment, which is already available on-site for the successful bidder to use. Beyond PAT testing (where appropriate), the Council makes no other assurances of the suitability, quality or safety of any equipment and the successful bidder may choose to use or discard this equipment as their need requires. All other items should be provided by the successful bidder.

3.5. This contract is to run for a minimum of 5 years, with the option for two further extensions of 3 years and then 2 years, in essence a maximum ten-year contract.

4. SERVICE CONDITIONS AND ENVIRONMENTAL FACTORS

- 4.1. Ensure all services should enhance the facilities and positive contribution to the total customer experience. There should be a high standard of food and beverages at prices that are comparable with other local providers.
- 4.2. Reflect the current trends towards healthy eating in the selection of food and beverages available to customers.
- 4.3. Ensure that the supervision of the services, business areas, and activities meet with the requirements of the Council, in providing a safe and pleasant environment for users.

5. STATEMENT OF REQUIREMENTS

5.1. Marketing, Advertising and Promotion

- 5.1.1. Undertake positive marketing of the facility and the services and opportunities provided and provide services in a competent and professional manner.
- 5.1.2. The successful bidder must ensure appropriate levels of management and staff are available to operate the service during normal business hours.
- 5.1.3. Display full menus and price lists prominently at the premises and shall be responsible for the provision of display material on all necessary notice boards and signage.
- 5.1.4. Submit the proposed display of tariffs as per license requirements and their design to the Council for their approval before placing these on display at the premises.
- 5.1.5. The successful bidder shall undertake to positively and proactively market the services and the opportunities provided. This should be carried out in a planned and co-ordinated manner.
- 5.1.6. Both the Council and the successful bidder will actively promote the services for the other and proactively support the other to achieve their business aims in terms of marketing and general promotion or services and activities.
- 5.1.7. The successful bidder shall have no right to use the trademarks, symbols, logos or trade names of the Council and its facility management directly or indirectly whether at the facility or otherwise, in connection with any promotion, service or publication without the prior written approval of the Council.
- 5.1.8. The successful bidder shall ensure that no advertising material causes offence to the customers or embarrassment to the Council.
- 5.1.9. The successful bidder will be expected to assist in promoting the Council at all times.

5.2. Cleaning, Hygiene and Waste

- 5.2.1. Be responsible for the cleaning and hygiene standards of all facilities covered by the Contract or additional areas used and satisfy the Council of the quality standards to be met.
- 5.2.2. The daily cleaning of the café, bar and kitchen areas, including preparation and server areas, equipment, tables and chairs, flooring and internal walls will be the responsibility of the successful bidder. If the Council does not consider acceptable standards are being achieved such as following hygiene regulations, the Council reserves the right to undertake further cleaning outside normal business hours and to recharge the successful bidder for this. The Council will give a minimum of 12 hours written notice of such action to the successful bidder.
- 5.2.3. The successful bidder shall ensure that business operations conform to Good Industry Practice standards that ensure rigorous standards of food safety, hygiene, composition, origin, traceability, ethical sourcing, animal welfare & environmental protection; and any appropriate industry standards.

- 5.2.4. Have a clear, concise, and documented food safety policy statement and objectives that specify the extent of the organisation's commitment to meet the safety, legality and quality needs of its products and include the provision of work wear, to ensure sufficient changes of work clothing can be facilitated in line with food safety, personal presentation & hygiene, and specified tasks for example cleaning. The successful bidder's staff must keep outerwear in the designated place provided and on no account should these items be stored in the kitchen or foodservice areas.
- 5.2.5. Have a food safety management system, which is based on the principles of Codex Alimentarius Hazard Analysis Critical Control Point (HACCP) to establish documentation concerning all which shall be documented, maintained, implemented and continually improved. The system will be open to inspection upon reasonable notice throughout the term of any contract by the Council or any authorised agents acting on their behalf.
- 5.2.6. The removal of café waste will be the responsibility of the successful bidder. However subject to fair use, the successful bidder will be permitted to use the waste removal arrangements of the Leisure Centre's.
- 5.2.7. The successful bidder shall minimise waste wherever possible and undertake their business with a view of minimising adverse affects on climate change.
- 5.2.8. The successful bidder must:
- i. Ensure that food waste and other refuse from the provision of the services must not be allowed to accumulate in food rooms at the Council premises, except so far as is unavoidable for the proper functioning of the business;
 - ii. Provide adequate provision of refuse sacks and the placing of all waste refuse in containers approved by the Council at the designated collection point;
 - iii. Ensure that adequate provision is made for the removal and storage of food waste and other refuse, this should be removed from the building into the containers in the bin compounds where possible glass waste should be recycled. Refuse stores must be designed and managed in such a way as to enable them to be kept clean, and to protect against access by pests, and against contamination of food, drinking water, or equipment;
 - iv. Be responsible for the disposal of waste cooking oil to such a disposal point as may be agreed with the Council; and
 - v. Dispose of food waste and other refuse in disposable containers, unless the successful bidder can satisfy the Council that other types of containers used are appropriate.

5.3. Legislation

- 5.3.1. The successful bidder should ensure compliance with all current and future legislation, including but not limited to:
- i. The Food Safety Act 1990;
 - ii. The Food Hygiene (England) Regulations 2013;
 - iii. The General Food Regulations 2004;
 - iv. Regulation (EC) No 178/2002 (superseded by the second line above)
 - v. Regulation (EC) No 852/2004;

- vi. The Food Labeling Regulations 1996 (as amended);
- vii. Food Information Regulations (FIR) 2014;
- viii. The Weights & Measures Act 1985 (and amendments hereafter);
- ix. The Consumer Protection from Unfair Trading Regulations 2008;
- x. The Health & Safety At Work Act 1974 (and associated Regulations);
- xi. Price Marking Order 2004;
- xii. Human Rights Act 1998; and
- xiii. Equalities Act 2010.

5.4. Health and Safety and Fire Regulations

- 5.4.1. The successful bidder will be responsible for compliance with Health & Safety and Fire Regulations. All staff will cooperate with the Council and take part in Fire Drills, or similar exercises, in relation to these matters.
- 5.4.2. The successful bidder shall ensure that it:
 - i. Adopts safe methods of work in order to protect the health and safety of his own employees/volunteers, the employees/volunteers of the Council and of all other persons including members of the public;
 - ii. Constantly review its Health and Safety Policy and Safe Working Procedures as often as may be necessary and in the light of changing legislation or working practices or the introduction of new equipment and shall notify the Council in writing of any such revisions;
 - iii. Has full regard for the safety of all persons associated with the Services and shall keep all plant, machinery, equipment and chemicals in a safe condition at all times;
 - iv. Exercises particular care in relation to the storage of chemicals and equipment which can be dangerous in the event of fire; and
 - v. Trains sufficient of his staff/volunteers in the basics of First Aid and shall ensure that there is a qualified First Aider on duty at the Facilities at all times when the Facilities are open. The qualification must be approved by the Red Cross, St Johns Ambulance or other similar organisation.
- 5.4.3. If at any time the Council reasonably considers that the Health and Safety at Work Act and/or the Council's safety policy are not being complied with, the Council shall be entitled to do either or both of the following:
 - i. To instruct the successful bidder to cease to provide the services (or a specified part) either immediately or within a specified period not later than a specified date of time; and/or
 - ii. To instruct the Successful bidder to;
 - c) take specified steps to secure compliance with the Health and Safety at Work Act and/or the Council's safety policy (as appropriate); or
 - d) to comply with advice or requirements of the Health and Safety Executive or the Council's Safety Adviser.
- 5.4.4. The Council shall have access to all parts of the bar and/or catering areas at all times for the purpose of inspection and may prohibit unsafe practices as appropriate and, if necessary, demand the closure of these areas or parts thereof.
- 5.4.5. In the event that the successful bidder is required to cease provision of the services or part of the service, they will not resume such provision until the

Leisure Manager has confirmed, in writing, that the non-compliance has been rectified.

5.4.6. The Council retains the absolute right to instruct the successful bidder to close the bar and/or catering facilities immediately in the interests of public safety.

5.4.7. Inspections of all equipment should be carried out on a regular basis and any defects rectified or reported to the Council with a response from the Council within 10 working days.

5.5. Emergency Procedures

5.5.1. The successful bidder shall agree to work in line with the facility EAP (Emergency Action Plan), attached at appendix 3 & 4, in order to deal effectively with situations such as smoke/fire, release of gases, bomb threats, water contamination, illness/injury, disorderly behaviour or disturbances, etc.

5.5.2. The successful bidder shall display any relevant Health and Safety notices as required.

5.6. Pest Control

5.6.1. The successful bidder shall ensure adequate preventative and reactive procedures are in place to control pests in connection with the Contract, this to include the removal of pests where necessary.

5.7. First Aid

5.7.1. The successful bidder's Code of Practice shall include the procedures to be followed in case of injuries sustained by employees/volunteers and others while on the premises.

5.7.2. The successful bidder must comply with the provisions of The Health and Safety (Safety Signs and Signals) Regulations 1996.

5.7.3. The successful bidder will be responsible for administering first aid, calling an ambulance where necessary and for keeping the first aid box unlocked in a position where it is easily accessible and adequately stocked.

5.8. Accident Reporting

5.8.1. An accident book must be kept at the premises and used for logging every accident resulting in personal injury to employees, customers and visitors and the successful bidder will comply with Reporting of Injuries and Dangerous Occurrences Regulations 1985. The successful bidder will be expected to inform the Council of any serious injury or accident.

5.9. Food Poisoning

5.9.1. In the event of an outbreak of food poisoning suspected of being attributable to any part of the services, the successful bidder will immediately notify:

- i. the Council; and
- ii. the officer of the Authority responsible for Environmental Health.

- 5.9.2. The successful bidder will co-operate fully with any instructions of the Council or the officer of the Authority responsible for Environmental Health concerning an outbreak of food poisoning attributed to any part provided under the Agreement.
- 5.9.3. The successful bidder shall indemnify the Council against any claim for damages due to food poisoning made against any part provided under the Contract. A copy of a Certificate of Indemnity shall be provided by the successful bidder to the Council.

5.10. Staff and Training

- 5.10.1. Throughout the working day, all staff must wear clean and appropriate uniforms, which clearly identify them as bar and/or café employees.
- 5.10.2. The successful bidder shall take responsibility for the bar and café receipts and banking through tills which they shall provide. Monies should be removed on a daily basis and no money should be left on the premises outside of normal business hours.
- 5.10.3. The successful bidder shall ensure that all staff are fully trained to ensure a high standard of service provision, customer care and cleanliness throughout the opening hours and supervise staff and ensure they are trained in food hygiene and commensurate with their work activity.

5.11. Charges

- 5.11.1. The successful bidder will be responsible for timely payment of all associated business rates.
- 5.11.2. The Council will be responsible for the payment of all utilities, electricity, gas, sewerage and water relating to the bar and/or café, subject to fair use.
- 5.11.3. The successful bidder shall operate the services in such a way as to cover the costs of their business and any required profits from income but at all times operating in a way in which the Council would approve.
- 5.11.4. The Council will not consider any claim for loss of income as a result of closure due to a force majeure event.
- 5.11.5. The successful bidder will be financially responsible for all fees and licences that are relevant for their business areas such as music, TV, Sky, special events, gaming licence etc. This list is not exhaustive.
- 5.11.6. The successful bidder will pay the Council an annual guaranteed management fee on a monthly basis. If the Council extends the initial term of the Contract the Council reserves the right to alter this fee in line with inflation.
- 5.11.7. The successful bidder agrees to pay for any photocopying required from the Council at a cost of 0.10 pence per copy.

5.12. Insurance

- 5.12.1. The successful bidder will be responsible for public liability insurance and employer's liability insurance and will provide a copy of the up-to-date Insurance Certificate to the Leisure Manager, ahead of contract commencement and on any anniversary of renewal thereafter.
- 5.12.2. The Council will be responsible for buildings insurance. In the event of a claim, the successful bidder will co-operate fully with the Council, its insurers or other representatives.
- 5.12.3. The successful bidder will be responsible for insuring the café, kitchens and bar and all associated equipment against accidental damage and provide a copy of the current insurance paid premium to the Leisure Manager, ahead of contract commencement.

5.13. Repairs, Maintenance and Servicing

- 5.13.1. The good care, safekeeping, regular maintenance and servicing of all catering equipment, fixtures, furniture and fittings are the responsibility of the successful bidder.
- 5.13.2. The successful bidder shall ensure that all equipment which requires PAT testing is tested annually. The successful bidder shall be responsible for PAT testing on any and all equipment associated with the service provision.
- 5.13.3. As from the commencement date, the successful bidder shall be responsible for the maintenance/replacement of the Council assets as detailed in the inventory.
- 5.13.4. The Council reserves the right to make use of Council assets for the Term of the Contract without costs to the Council.
- 5.13.5. The successful bidder shall be responsible for ensuring that the catering areas and the Council assets provided by the Council are and remain fit for the purpose for which they are required.
- 5.13.6. The successful bidder will remove any damaged or faulty equipment from use as soon as is reasonably practical after the damage or fault occurs. The Council reserves the right to recharge the successful bidder for the cost of repair or replacement of bar and/or café equipment, fixtures, furniture and fittings when the successful bidder or their employees or their customers have caused damage/fault to property owned by the Council. The successful bidder shall ensure that the standards of design, materials, management and construction of equipment obtained to replace Council assets that have been lost, damaged or are otherwise unusable shall not be less than that of the Council assets it is replacing.
- 5.13.7. The Council will be responsible to maintain the structure and fabric of the premises. Except in cases of emergency any required works or repairs must be agreed in advance in writing with the Council's Officer and must be undertaken by contractors approved by the Council. Any charges relating to repairs or required works (not being emergency works) arranged without the written agreement of the Council, will be the responsibility of the successful bidder. If works are required due to the negligence misuse or wilful damage by employees, servants or agents of the successful bidder, associated costs will be borne by the successful bidder.

- 5.13.8. The successful bidder shall have 14 days in which to test and evaluate the condition of the Council assets, following which the parties shall jointly agree the inventory including the condition of equipment, any equipment that is not of a serviceable standard will be removed and not replaced.
- 5.13.9. The successful bidder shall:
- i. Be responsible for maintenance and replacement of the Council assets arising from the negligence or wilful damage of its employees/volunteers, customers or agents;
 - ii. As soon as is reasonably practical inform the Council of loss or damage to the Council Assets shown on the inventory and provide all reasonable support to the Council in determining the cause of and making good the said loss or damage;
 - iii. Be responsible for ensuring that the bar and/or café area and the Council assets provided by the Council are and remain fit for the purpose for which they are required.
 - iv. Ensure that the bar and/or café area is kept clean and maintained in good repair and condition;
 - v. Ensure that all ventilation units shall be aired to prevent excessive heat, cooking smells, condensation and dust and to remove contaminated air;
 - vi. Ensure that all materials used for wiping up and drying surfaces and Council assets are clean and dry; and
 - vii. Consult with the Leisure Manager and gain permission prior to installation or fitting of any shelving, display boards/notices or safes etc. within the bar and/or café area.
- 5.13.10. Mop buckets shall never be filled from or emptied into food preparation sinks.
- 5.13.11. All cleaning equipment/materials shall be stored in a tidy, hygienic manner away from food.
- 5.13.12. Provision and replacement of all cleansing materials and equipment shall be the responsibility of the successful bidder.

5.14. Control of Noise and Other Nuisance

- 5.14.1. The successful bidder shall not cause any noise nuisance or other nuisance to users of the Leisure Centre's or the surrounding residential and/or commercial properties. The playing of music or other use of any means of public address shall only be permitted if agreed in writing with the Leisure Manager.

5.15. Early Termination

- 5.15.1. Should the successful bidder not adhere to the requirements of the contract, early termination provisions shall apply.

5.16. Miscellaneous

- 5.16.1. The successful bidder will be required to equip the facilities to adequately meet their requirements. The successful bidder will also be responsible for ensuring removal of any and all equipment from the bar, café and/or kitchen at the end of their contract term. Any and all furniture (tables and

chairs), which has been provided by the Council will be left in good condition and still be under the ownership of the Council at the end of the contract term.

- 5.16.2. The successful bidder will be expected to abide by all of the Council's policies and emergency procedures within the building.
- 5.16.3. The Council may require the bar and/or café to be available for special events throughout the year. This may include extended opening times and catering for large groups. The successful bidder may be expected to cater these events and if so, will be notified in writing, ahead of these events taking place.
- 5.16.4. The successful bidder should use, wherever practicable, paper materials which are made of, or incorporate, re-cycled material.

SCHEDULE 2

Fee

SCHEDULE 3

Kitchen/Bar Inventory		Date - 17/2/15					
Description	Fixed or	Quantity	Condition	Value	Total Value	Replacement price	Location
Deep Fat fryer	F	1	Good	300.00	300	600	kitchen
Bar Fridges	P	3	Good	300.00	900	900	Bar
Falcon Steakhouse Grill	F	1	Adequate				kitchen
Combi oven	F	1	Adequate				kitchen
Winterhalter Glass Washer	F	1	Adequate	1,300.00	1,300.00	2,900	kitchen
Stainless Steel Workstation	F	3	Adequate	100.00	300.00	576	kitchen
Stainless Steel Sink (single)	F	2	Adequate	by others			kitchen
Stainless Steel Sink (double)	F	1	Adequate	by others			kitchen
Stainless Steel Shelving	F	3	Good	70.00	210.00	390	kitchen
Stainless Steel Shelving (mobile)	P	2	Good	100.00	200.00	264	kitchen
Sink	F	3	Good	by others			Bar
Stainless Steel Shelving	F	4	Good	70	280	520	Bar
LG 42" LCD HD TV	P	1	Good	200	200	330	Bar
9ft wide Projector Screen	F	1	Good	160.00	160.00	320	Bar
Pool Table	P	1	Good	500	500	895	Bar
Cellar Lift	F	1	Good	by others			Cellar
Bucket Sink	F	1	Good	by others			Cellar
Equipment Total					4,350.00		
Replacement Value Total						7,695	

Kitchen Inventory		Date - Friday 17th August 2018					
Description	Fixed or Portable	Quantity	Condition	Value	Total Value	Replacement price	Location
Tabling c/w inset ink.	F	1	Adequate	117	117	155	kitchen
Wall shelf	F	1	Good	147	147	155	kitchen
Flykiller	F	3	Good	121	363	128	kitchen
Cold store+freezer+tracking	F	1	Good	14,547	14,547	15,419	kitchen
4 x tier rack	P	6	Good	1,335.00	8,010	8,490	kitchen
Bucket sink	F	1	Adequate	360	360	381	kitchen
I shaped tabling c/w inset inset sink	F	1	Good	1,085.00	1,085.00	1,150	kitchen
2 tier wall shelf	F	1	Good	159	159	168	kitchen
Refrigerator	P	1	ok	1,436.00	1,436.00	1,522	kitchen
Freezer	P	1	Ok	1,714.00	1,714.00	1,816	kitchen
Microwave oven	P	2	Good	748	1,496	792	kitchen
Twin tank fryer	F	1	Adequate	1,662.00	1,662	1,761	kitchen
Spreader table	P	1	Good	130	130	137	kitchen
Griddle	F	1	Adequate	1,368.00	1,368.00	1,450	kitchen
Salamander grill	F	1	Adequate	718	718	761	kitchen
Spreader table	F	1	Good	147	147	155	kitchen
4 burner range	F	1	Good	1,272.00	1,272.00	1,348	kitchen
Combi oven	F	1	Adequate	4,111.00	4,111.00	4,357	kitchen
Spreader table	P	1	Good	204	204	216	kitchen
Extract canopy	F	1	Good	by others			kitchen
Inlet tabling c/w inset sinks	F	1	Good	1,189.00	1,189.00	1,260	kitchen
Dish washer	F	1	Good	5,841.00	5,841.00	6,191	kitchen
Outlet tabling	F	1	Good	599	599	634	kitchen
Wash hand basin	F	1	Good	68	68	72	kitchen
Water boiler	F	1	Good	461	461	488	kitchen
Beverage machine	F	1	Adequate	4091	4,091	4,336	kitchen
Bottle fridge	P	1	Adequate	1871	1871	1,983	kitchen
Pannini grill	P	1	Good	413	413	437	kitchen
Back counter	F	1	Good	1,091.00	1,091.00	1,156	kitchen
Chilled display	F	1	awaiting repair	1,245.00	1,245.00	1,319	kitchen
Jacket potato oven			Not on site	1,236.00	1,236.00	1,310	kitchen
Ice maker	F	1	Good	709	709	751	kitchen
Hot display	F	1	Adequate	1,779.00	1,779.00	1,885	kitchen
Counter wash hand basin	F	1	Good	by others			kitchen
Equipment Total					44,015.547	62,183	
					44,015.55	62,183.00	

SCHEDULE 4

Vending Machine

Schedule 4 is only applicable to CEMIP

1. The Council agrees to allow the Service Provider the exclusive right and privilege to install, operate, and maintain vending machines at the Facilities.
2. The Service Provider shall be responsible for procuring an agreement for the provision of the vending machines, and shall ensure that any agreement with the provider of the vending machines shall terminate on or before the Completion Date (or the Extended Term if applicable).
3. The Service Provider shall agree the vending machines to be installed in advance with the Council. This shall be no more than five vending machines and may not increase or decrease the number of machines installed without the agreement of the Council.
4. The Service Provider must regularly inspect, service, clean, and maintain the described vending machines and shall keep them operating and in good working order.
5. Cash should be collected and banked on a daily basis. Money from vending machines should be removed at the end of each day and stored safely.
6. The Service Provider shall only install and locate vending machines where specified by the Client Officer.
7. The Service Provider shall have the right to remove any of the vending machines installed on the Facilities under this Agreement and to replace any such machine with a vending machine of similar type, quality, and appearance.
8. The Service Provider shall maintain a complete and accurate record of all sales made through the vending machines located at the CEMIP and covered by this Agreement and submit a statement of monthly sales to the Council.
9. The Service Provider will keep the vending machines stocked at all times with sufficient quantities of assorted snacks and beverages to ensure continuous service to patrons of the Pool. The Service Provider shall have sole control over the selection of brands of such items to be offered for sale through the vending machines and of the prices at which they are offered for sale, but he shall to the extent possible, seek to offer the patrons of CEMIP a wide selection of brands at competitive prices.
10. The Service Provider will assume all risk and responsibility for any loss, destruction, or damage occurring to the vending machines.
11. The Council agrees to notify the Service Provider promptly of any failure of the vending machines to function properly and further agrees to permit only authorised operator of the Service Provider to remove, open, or repair vending machines
12. The Council will provide the utilities necessary for the operation of the vending machines installed under this Agreement and shall furnish suitable utility outlets for use by such machines. The Service Provider shall provide continuous service to the machines and machine areas and shall not cause or permit the interruption of such service except in the event of an emergency.
13. The Service Provider shall be responsible for and shall pay any fees and taxes that may be imposed on the sales of merchandise through its vending machines.