



North Northamptonshire Council

SPECIFICATION

VENDING SERVICE FOR LEISURE FACILITIES IN CORBY

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1. Introduction

- 1.1. The Council is seeking a suitably qualified and experienced Supplier to install ten (10) vending machines on a fully managed service basis at Lodge Park Sports Centre (seven (7) machines) and Corby East Midlands International Pool (three (3) machines).

2. Background

- 2.1. Lodge Park Sports Centre and Corby East Midlands International Pool are situated in Corby, Northamptonshire and operated by North Northamptonshire Council. Both facilities are well used by the public, with thousands of visitors per year. There is currently no vending provision at either site, as the former vending provision contract has expired.

3. Scope

- 3.1. The Council is seeking a fully managed service, to include:
- 3.1.1. supply of stock;
 - 3.1.2. restocking; and
 - 3.1.3. repair and maintenance of machines as and when required.
- 3.2. The Supplier must provide Monthly accounting reports, for both Lodge Park Sports Centre and Corby East Midlands International Pool, to evidence the income gained from the machines. A profit-sharing arrangement is to be agreed. This could be either a percentage of sales or a rebate scheme where prices could be set by the Council, over and above the costs set by the Supplier.
- 3.3. This contract is to run for a minimum of three (3) years, with the option for two (2) further one (1) year extensions, in essence a maximum five (5) year contract.

4. Conditions of Service

- 4.1. Lodge Park Sports Centre is open from 06:00 to 22:30 every weekday (excluding bank holidays) and from 08:00 to 22:00 on Saturdays and Sundays.
- 4.1.1 Four (4) of the required vending machines are situated in the downstairs reception area. The remaining three (3) vending machines are to be situated in the Sports Bar area on the first floor.
 - 4.1.2 There is no other vending or refreshment provision on-site.
 - 4.1.3 There is a lift to assist with the movement of stock and machines to the upstairs sports bar area or the stairs can be used and are double standard width.
- 4.2. Corby East Midlands International Pool is open from 06:30 to 22:00 every weekday (excluding bank holidays) and from 08:00 to 17:00 on Saturdays and Sundays.

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- 4.2.1. The three (3) required vending machines will be situated on the ground floor near the café area. The café itself is currently closed, so that the sole provision for snacks and refreshments will be from the vending machines, although the Council are currently considering the re-opening of the café provision.

5. Continuity of Service

- 5.1. No later than five (5) Working Days after to the Contract Start Date, the Supplier shall prepare and deliver to the Council, for approval, a plan detailing the processes and arrangements that the Supplier shall follow to:
- 5.1.1. ensure continuity of the business processes and operations supported by the Service, following any failure or disruption of any element of the Service; and
 - 5.1.2. the recovery of the Service in the event of a disaster.
- 5.2. In the event of a complete loss of service, or in the event of a disaster, the Supplier shall immediately implement the Service Continuity Plan (and shall inform the Council promptly of this).

6. Statement of Requirements

- 6.1. The requirements set out in this document and all supporting documents must be provided at Lodge Park Sports Centre, Shetland Way, Corby, Northamptonshire NN17 2SG and Corby East Midlands International Pool, Parklands Gateway, George Street, Corby, Northants NN17 1QB
- 6.2. The Council requires ten (10) vending machines which offer the items identified in Tables A, B and C, below.

Table A – Lodge Park Sports Centre – Main Reception/Entrance Area

Machine Type	Items for Sale	Quantity of Machines
Hot Drinks Machine	Variety of teas, coffees, and hot chocolate, etc.	One (1)
Cold Drinks Machine	330ml cans (cola, lemonade, orange, etc.)	One (1)
Snacks Machine	Various confectionery, chocolate, crisps, health bars etc.	One (1)
Cold Sports Drinks Machine	Water, energy drinks, sports drinks, etc.	One (1)

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Table B – Lodge Park Sports Centre – Sports Bar Area (Upstairs)

Machine Type	Items for Sale	Quantity of Machines
Hot Drinks Machine	Variety of teas, coffees, and hot chocolate, etc.	One (1)
Cold Drinks Machine	330ml cans (cola, lemonade, orange, etc.)	One (1)
Snacks Machine	Various confectionery, chocolate, crisps, health bars etc.	One (1)

Table C – Corby East Midlands International Pool – Café Area (Downstairs)

Machine Type	Items for Sale	Quantity of Machines
Hot Drinks Machine	Variety of teas, coffees, and hot chocolate, etc.	One (1)
Cold Drinks Machine	330ml cans (cola, lemonade, orange, etc.)	One (1)
Snacks Machine	Various confectionery, chocolate, crisps, health bars etc.	One (1)

- 6.3. No service charges will be accepted for payment by the Council, throughout the term of any contract.
- 6.4. The Supplier must ensure the machines are adequately stocked to always meet demand. To ensure this, restocking of the machines must take place at least twice a week.
- 6.5. There may be certain times of the year when larger events are taking place at either venue and the Supplier must be able to stock the machines fully before these events or ideally during the events as well. To facilitate this, the Council provide the Supplier with a list of events at each site as soon as they are known.
- 6.6. The Supplier must undertake any repairs to the machines within twenty-four (24) hours of notification by the Council.
- 6.7. The Supplier will pay a fee to the Council, as a part of this contract. This may be in the form of a percentage of total sales, or the opportunity to set a product price over the Supplier's price, whichever is more advantageous to the Council.
- 6.8. The Supplier must provide reports detailing the commission and rebate payments to be paid to the Council, no later than the twenty fifth (25th) day of every month.

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- 6.9. The Supplier must provide a small float of fifty (50) pounds sterling, for the purpose of reimbursing customers for any faults that may occur, at each site. This will be replenished by the Supplier, as required and the Council will keep records of what refunds have been given out, to substantiate its payments.

7. Sustainability, Environmental Considerations and Reducing Waste

- 7.1. The Supplier must provide each vending machine with an appliance energy rating of no less than category C.
- 7.2. Vending machines dispensing hot drinks must use cups made from sustainable materials, whilst ensuring adequate insulation, so that customers do not suffer burns.

8. Continuous Improvement

- 8.1. The Supplier must, throughout the Contract term, identify new or potential improvements to the provision of the Service, with a view to reducing the Council's costs (including the Charges) and/or improving the quality and efficiency of the Service and their supply to the Council (e.g., the efficiency of the machines in use).
- 8.2. The Supplier must adopt a policy of continuous improvement in relation to the Service, which must include regular reviews with the Council of the Service and the way it provides them, with a view to reducing the Council's costs and/or improving the quality and efficiency of the Service. The Supplier and the Council must provide each other with any information relevant to meeting this objective.
- 8.3. The Supplier shall produce, at the start of each Contract Year, a plan for improving the provision of the Service and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("Continuous Improvement Plan") for the Council's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 8.3.1. identifying the emergence of relevant new and evolving technologies;
 - 8.3.2. changes in business processes of the Supplier or the Council and ways of working that would provide cost savings and/or enhanced benefits to the Council (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 8.3.3. new or potential improvements to the provision of the Service, including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Service; and
 - 8.3.4. measuring and reducing the sustainability impacts of the Supplier's operations and supply chains, relating to the Service and identifying opportunities to assist the Council in meeting its sustainability objectives.

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- 8.4. The initial Continuous Improvement Plan, for the first Contract Year, shall be submitted by the Supplier to the Council for Approval within three (3) Months, following the Contract Start Date.
- 8.5. The Council shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If no correspondence has been received from the Council within this time, it should be assumed that the Continuous Improvement Plan has been approved. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan, reflecting the changes required by the Council.
- 8.6. The Supplier must provide sufficient information with each suggested improvement, to enable a decision to be made by the Council, on whether to implement it. The Supplier shall provide any further information as requested by the Council.
- 8.7. Once the first Continuous Improvement Plan has been approved:
- 8.7.1. the Supplier shall use all reasonable endeavours to implement any improvement agreed, in accordance with the Continuous Improvement Plan; and
 - 8.7.2. the Supplier and the Council will meet as soon as reasonably possible, following the start of each quarter (or as otherwise advised by the Council (acting reasonably)) to review the Supplier's progress against the Continuous Improvement Plan.
- 8.8. The Supplier shall update the Continuous Improvement Plan as and when required, but at least once every Contract Year (after the first Contract Year).
- 8.9. Should the Supplier's costs in providing the Service to the Council be reduced because of any changes implemented, all the cost savings shall be passed on to the Council, by way of a consequential and immediate reduction in the Charges for the Service.

9. Quality Requirements

- 9.1. The Supplier must provide the goods and services with all the reasonable skill, care, and diligence to be expected of a qualified and experienced member of the Supplier's profession.
- 9.2. The goods provided must be of a high standard and specific stock items will be agreed, in advance of the Contract Start Date, by the Council.
- 9.3. All products offered, must be well within the shelf life advertised on each product.
- 9.4. The Supplier must undertake appropriate stock rotation on each visit, to ensure the freshest product is provided on each vend.

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10. Whole of Life Support and Warranties

- 10.1. All repairs must be carried out within twenty-four (24) hours of the initial report of fault.
- 10.2. If any machine becomes unusable, for any reason, it must be replaced within three (3) Working Days

11. Security

- 11.1. The location of the vending machines means that they will be situated in areas accessible to the public. Therefore, the Supplier must ensure the appropriate level of insurance is taken out to cover machines at both sites.
- 11.2. The Supplier must provide suitable arrangements for their staff, to ensure the safe delivery of stock to machines and the collection of any monies.

12. Performance Monitoring and Review

- 12.1. The Supplier shall provide the Council with a Monthly site-specific Management Information Report (i.e., two (2) separate reports, one (1) for Lodge Park Sports Centre and one (1) for Corby East Midlands International Pool) which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 12.1.1. The income from each individual machine, to allow the Council to raise an invoice to the Supplier for the correct Fee amount.
 - 12.1.2. The actual sales achieved for each machine each Month;
 - 12.1.3. The number of call outs to repair any of the machines;
 - 12.1.4. The number of repairs that have been undertaken on each machine;
 - 12.1.5. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 12.1.6. such other details as the Council may reasonably require from time to time.
- 12.2. The Supplier and the Council shall attend meetings to discuss Management Information Reports on a six (6) Monthly basis. These meetings will be the forum for the review by the Supplier and the Council of the Management Information Reports. These meetings shall:
- 12.2.1. take place within one (1) week of the Management Information Reports being issued by the Supplier at such location and time (within normal business hours) as the Council shall reasonably require;
 - 12.2.2. be attended by the Supplier's Representative and the Council's Representative; and
 - 12.2.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and to the Council's Representative and any other recipients agreed at the relevant meeting.

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- 12.3. The minutes of the preceding Month's meeting will be agreed by both the Supplier's Representative and the Council's Representative at each meeting.
- 12.4. The Supplier shall provide to the Council such documentation as the Council may reasonably require to verify the level of the performance by the Supplier and the calculations of the amount of Default Payments for any specified Service Period.
- 12.5. The Council may undertake satisfaction surveys in respect of the Supplier's provision of the Service. The Council shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Service which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Specification.
- 12.6. Any concerns raised by the Council will be remedied by the Supplier within forty-eight (48) hours of such notification, or a timeframe to be confirmed with the express approval of the Council's Representative. Any revised remediation timeframe will be agreed at the Council's absolute discretion.
- 12.7. The Council may, at its absolute discretion, terminate the Contract if the repair visits are not undertaken within the stipulated timescales.
- 12.8. Performance Measures and Underperformance by the Supplier**
- 12.8.1. If the Supplier fails to achieve the agreed Service Levels, set out in Table D, the Council may award Default Points (as set out in Table D) and the Supplier shall make any payments required by the Council in accordance with details set out in Table D within thirty (30) Calendar Days of written notice from the Council.
- 12.8.2. If the Supplier accrues more than ten (10) Default Points in any rolling twelve (12) Month period, or five (5) Default Points in any rolling sixty (60) Day period, the Council may terminate the Contract, and recover its additional costs of taking such action from the Supplier.
- 12.8.3. If a Service Level Failure has occurred for which the Council has not awarded any Default Points, and the Council incurs any liabilities, costs, fees and/or losses resulting from such failure, the Council may recover such fees from the Supplier as a debt payable on demand.
- 12.8.4. The Parties acknowledge that any Service Level Failure by the Supplier shall entitle the Council to the rights set out in this Specification and all associated documents and that any Default Payments are without limitation to the Council's other rights and remedies and are a price adjustment and not an estimate of the loss that may be suffered by the Council resulting from the Supplier's Service Level Failure.

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Table D – Service Levels and Default Payments

Performance Measure	Polarity	Target	Default Level	Default Points	Default Payment
1. Failure to provide the required Performance Indicators information within 1 (one) month of written request.	Higher is better	100%	Significant	1	£25 and if the information remains outstanding the following Month(s), an additional £25 in respect of each successive late provision of information.
2. Machines restocked per week (Monday to Friday)	Higher is better	100%	Serious	2	If the machines are not stocked at the stated times then upon reaching 10 default points in any ninety (90) day rolling period the Council may impose a charge of £250
3. Repairs and/or faults fixed within twenty-four (24) hours of reporting	Higher is better	100%	Serious	2	If the machines are not repaired / fixed within the stated period then upon reaching 10 default points in any ninety (90) day rolling period the Council may impose a charge of £250

12.9. Not more than once in each Contract Year, the Council may, on giving the Supplier at least three (3) Months' notice, change the details of one (1) or more Performance Measure Service Levels and the Supplier shall not be entitled to object to, or increase the Charges resulting from such changes, provided that the principal purpose of the change is to reflect changes in the Council's business requirements and/or priorities or to reflect changing industry standards.

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13. Critical Service Level Failure

13.1. On the occurrence of a Critical Service Level Failure:

- 13.1.1. any Default Points that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 13.1.2. the Council shall be entitled to terminate this Contract and/or to claim damages from the Supplier for material Default.

14. Risk Management

14.1. The Supplier and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.

14.2. The Supplier will allow the Council to inspect, at any time within working hours, the accounts, and records which the Supplier is required to keep.

14.3. The Supplier will maintain a risk register of the risks relating to the Service, which the Council and the Supplier have identified.

15. Other Relevant Details

15.1. Coronavirus (COVID-19)

- 15.1.1. The Supplier shall provide the Service in full compliance with the latest Government Guidance on social distancing and mitigation measures, alongside all local requirements as may be required by the Council.

15.2. UK Departure from the European Union

- 15.2.1. The Supplier must highlight any implications related to the UK's departure from the European Union to the Council at the earliest opportunity throughout the Contract term and include these in any Tender or Request of Quotation response, where known.

16. Corporate Social Responsibility

16.1. Requirements

- 16.1.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 16.1.2. The Council expects its Suppliers and subcontractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and subcontractors to comply with the standards set out in this Section.
- 16.1.3. The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Supplier and its subcontractors will comply

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with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.

16.2. Equality and Accessibility

- 16.2.1. In addition to legal obligations, the Supplier shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- a. eliminate discrimination, harassment, or victimisation of any kind; and
 - b. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

16.3. Modern Slavery, Child Labour, and Inhumane Treatment

- 16.3.1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information about modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
- 16.3.2. The Supplier:
- a. shall not use, nor allow its subcontractors to use forced, bonded or involuntary prison labour;
 - b. shall not require any Supplier staff or subcontractor staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
 - c. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
 - d. warrants that to the best of its knowledge it is not currently under investigation, inquiry, or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
 - e. shall make reasonable enquires to ensure that its officers, employees, and subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world;
 - f. shall have and maintain throughout the term of any of its Contracts, its own policies, and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractor's anti-slavery and human trafficking provisions;
 - g. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
 - h. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place

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- in any of its supply chains or in any part of its business with an annual certification of compliance;
- i. shall not use, nor allow its employees or subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or subcontractors;
- j. shall not use or allow child or slave labour to be used by its subcontractors;
- k. shall report the discovery or suspicion of any slavery or trafficking by it or its subcontractors to the Council and Modern Slavery Helpline.

16.4. Income Security

16.4.1. The Supplier shall:

- a. ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- b. ensure that all Supplier staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- c. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- d. not make deductions from wages:
 - i. as a disciplinary measure;
 - ii. except where permitted by law; or
 - iii. without expressed permission of the worker concerned.
- e. record all disciplinary measures taken against Supplier staff; and
- f. ensure that Supplier staff are engaged under a recognised employment relationship established through national law and practice.

16.5. Working Hours

16.5.1. The Supplier shall:

- a. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- b. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
- c. ensure that use of overtime used responsibly, considering:
 - i. the extent;
 - ii. frequency; and
 - iii. hours worked; by individuals and by the Supplier Staff as a whole.

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- 16.5.2. The total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.
- 16.5.3. Working hours may exceed sixty (60) hours in any seven (7) day period only in exceptional circumstances where all the following are met:
- a. this is allowed by national law;
 - b. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and
 - c. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.
- 16.5.4. All Supplier staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

16.6. Sustainability

- 16.6.1. The Supplier shall meet the applicable Government Buying Standards, which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

17. Annexes

- 17.1. To open the embedded annexes, **double click on the document icons** in Table E, below.

Table E – Annexes

Annex Title	Document
1. Snack and drink Details	<u>Snack And Drink Details - 18-Jan-2022 (002).docx</u>

Appendix 1 – Definitions

- 1.1. The definitions of terms and/or acronyms used within this procurement are set out in Table F, below.

Table F – Definitions

Term or Acronym	Definition
Achieved Performance Measure	In respect of any Service in any measurement period, the standard of performance achieved by the Supplier in the provision of that Service in the measurement period in question.

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Term or Acronym	Definition
Charges	The charges which shall become due and payable by the Supplier to the Council in respect of the services in accordance with the provisions of the Contract.
Contract	The legal agreement between the Supplier and the Council, which details the Council's requirements, terms, and conditions.
Contract Year	A period of twelve (12) months, commencing on the Contract Start Date.
Council	North Northamptonshire Council.
Critical Service Level Failure	A failure in service, deemed to be so critical to the continued operation of the Service and/or Contract that the Council is unable to continue its minimum level of service, as set out in this document.
Day or Daily	Done, produced, or occurring every day
Default	Failure by the Supplier to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract.
Failure	A failure by the Supplier to perform one or more of the requirements set out in the Contract.
Management Information Report	The reports to be prepared and presented by the Supplier to include a comparison of Achieved Performance Measures with the Target Performance Measures in the measurement period in question and measures to be taken to remedy any deficiency in achieved Performance Measures.
Month	A calendar month.
Performance Measure	The performance measurements and targets in respect of the Supplier's performance of the Contract.
Reporting Date	A date, agreed by the Supplier and the Council, on which all reporting data will be provided.
Representative	Means, in relation to a Party, its employees, officers, representatives and advisors.
Service Level	The minimum level of service required of the Supplier by the Council when performing the service detailed in the Contract.
Service Level Failure	A shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI.
Service Period	The agreed term, during which, goods, services, supplies and/or works, and/or any part, thereof will be provided by the Supplier or any of their representatives.
Site	any premises (including the Council's Premises, the Supplier's premises, or third-party premises) from, to or at which: a. the Service is (or is to be) provided; or

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Term or Acronym	Definition
	b. the Supplier manages, organises, or otherwise directs the provision or the use of the Service.
Start Date	The date the Contract start.
Supplier	The organisation who is awarded the Contract, following evaluation of all bids received by the Council.
Target KPI	The minimum level of performance for a KPI which is required by the Council.
Week or Weekly	Done, produced, or occurring once a week.
Working Day	Monday to Friday, excluding any public holidays in England and Wales.