

MINERVA LEARNING TRUST

CONTRACT NAME

Fitness Suite Equipment Handsworth Grange
Community Sports College

CONITRACT REFERENCE

MLT-051

VERSION

01/2021

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Background

Minerva Learning Trust is a Multi Academy Trust that operates in the Sheffield area. At the time of writing this specification the following schools are part of our trust family

Academy	Phase
Chapelton Academy	Post 16
Ecclesfield School	Secondary
Handsworth Grange Community Sports College	Secondary
High Storrs School	Secondary with Sixth Form
Stocksbridge High	Secondary
Woodthorpe Primary	Primary

Introduction

Handsworth Grange Community Sports College and its Sports Centre are looking to replace their existing fitness suite equipment that is used by the school and local community / members of the Sports Centre.

Scope

- Provide fitness equipment to the specification below
 - Outright Purchase or
 - 5 Year [Operating lease](#) (Lender to be FLA Registered)
- Installation of the equipment and training of the key staff at the Sports Centre and the school.
- Provide a service and maintenance agreement for a 5-year period as an additional service or as part of the operating lease.
- Provide 5 Year Parts and Labour warranty upgrade
- Conforms with current legislation and standards.
- Where possible the equipment is environmentally friendly. (E.g., Power-Self Generating)

Specification of Services

The full gym area is estimated 14mx11m = 154sqm

- A. Provide an operating lease or purchase agreement for the provision of the fitness suite equipment detailed below. This offer is to include an annual service agreement and ongoing reactive maintenance agreement.
- B. The reactive maintenance agreement should have a response time of 48 hours to avoid any disruption to teaching and learning and community use.
- C. Equipment List

Ref	No	Item	Comments /Specification
Cardio			
HG1	4	Treadmills	
HG2	3	Cross Trainers	
HG3	2	Upright Bikes	
HG4	2	Air Bikes	
HG5	1	Climber	
HG6	1	Ski Erg	
	Weight Machines		
HG7	1	Studio Weight Rig	
HG8	1	Sports Mat Hanger	
HG9	5	Sports Mats	
HG10	1	Dual Adjustable Pulley	
HG11	1	Dual Lat Pull Down	
HG12	1	Dual Multi Press	
HG13	1	Dual Leg Press / Calf Raise	
HG14	1	Dual Inner / Outer Thigh	
	Free Weights		
HG15	1	Rack	
HG16	1	Lifting Platform	
HG17	1	Olympic Bar	
HG18	1	Clamp Collars (Pair)	
HG19	2	5kg Rubber Plates	
HG20	2	10kg Rubber Plates	
HG21	2	15kg Rubber Plates	
HG22	2	20kg Rubber Plates	
HG23	2	25kg Rubber Plates	
HG24	10	Pair of 2.5 kg to 25kg dumbbell set	1 pair of each weight from 2.5 kg to 25 kg (10 pairs in total).
HG25	1	10 Pair dumbbell rack	To accommodate the set above.
HG26	2	Adjustable Bench	

Flooring			
HG27		Rubber Tile flooring for weights area	Estimate 10sqm
HG28		Rubber tile flooring for a stretch area	Estimate 6sqm
HG29		Rubber tile flooring for weight rig area	Estimated 22.5sqm

Visits to site are allowed to carry out your own measurement and planning.

Reference to other documents or regulations

- [H&SAW Act 1974](#)
- [HSE GUIDANCE POWER](#)
- BS EN 957 Stationary Training Equipment
- ISO 20957-1:2013
- [Sport England Design Guidance Note \(For Reference\)](#)
- [FLA Business Finance Code](#)
- [Buying for Schools](#)
- [Leasing guidance for Academy Trusts](#)
 - **Operating lease** agreements typically have a shorter duration than the working life of the equipment. Under an operating lease, the leasing company ("lessor") retains the risks and rewards of ownership, and it will also retain an investment in the equipment being leased, known as the Residual Value. You will not own the equipment at the end of the agreement.
 - An operating lease requires the school to pay only a proportion of the capital value of the equipment over an agreement term that is shorter than the equipment's "useful economic life"
 - As part of the accountancy regulations, the funder is required to take "sufficient risk" in the lease. What this means is that the lease rentals paid under the primary lease must not exceed 90% of the original capital cost. When working out the '90% test', auditors exclude the interest to work out how much capital is being repaid – so it is important not to simply add up your rentals
 - The length of the agreement should not exceed the expected "useful economic life" of the equipment. This will depend on how often the equipment will be used, maintained and serviced. You should think about

how often you have used similar equipment in the past and consider a lease term which represents a proportion of this

- At the end of the agreed lease term, you will not own the equipment and the school will be required to return the equipment. There should be no option for the school to gain ownership of the asset at any time
- Payments are shown on the profit and loss account and not the balance sheet
- Since 1984 details of operating leases have been set out in the Financial Reporting Council's Statement on Standard Accounting Practice (SSAP) bulletin 21 – "Accounting for leases and hire purchase contracts". SSAP 21 was replaced with effect from 1 January 2015 by Financial Reporting Standard (FRS) 102. However, the change in relation to leases between SSAP 21 and FRS 102 is quite limited. FRS 102 takes a risks and rewards approach to the classification of leases, as does SSAP 21, but under FRS 102, the 90% test noted above is no longer relevant.

General Code of Conduct for Contractors

1.1. GENERAL INSTRUCTIONS

1.1.1. Contractor Registration

All consultants, Contractors and sub-Contractors carrying out work either directly or indirectly for MLT (Minerva Learning Trust) must be approved by Procurement Team. A supplier Questionnaire will be sent to suppliers, the supplier should notify MLT of any changes to this during the term of the contract.

1.1.2. Specification

The Contractor shall comply with all the requirements of this Specification

1.1.3. National Standards

The Contractor shall always comply with the requirements of the current issue or relevant British Standards and Codes of Conduct for Boiler servicing and inspection.

1.1.4. Access

Access to all areas is by prior arrangement only, by contacting the Site Manager of each establishment. A contacts list will be provided to the contractor.

1.2. HAZARDS AND RISK ASSESSMENT

1.2.1. Contractor's Responsibility

Contractors are always responsible for the safety and wellbeing of their staff when on MLT property. It is the Contractor's responsibility to ensure that adequate discovery of and understanding of the hazards present in and around the MLT property in which they will be working is achieved. Reference must be made to the relevant UK (United Kingdom) National Standards relating to Health and Safety. The Contractor is also to take account of the activities of other contractors who may be working in the vicinity of their own work area and to liaise with these contractors. The Contractor shall comply with the requirements of the Trusts Health and Safety guides.

1.2.4 Gas Safety

In carrying out any urgent Remedial Work, the Contractor shall notify the Estates team to seek advice and gain the appropriate authorization to carry out the work.

1.2.5 Fire Precautions

The Contractor shall liaise with the Building Manager and familiarize themselves and their staff with all the fire alarm call points, firefighting appliances, and emergency exit routes. The Contractor must keep all emergency escape routes clear throughout the whole contract.

1.2.6 Warning Signs

The Contractor shall be responsible for ensuring that adequate warning notices are displayed at each entry point, confirming the status of each site area, and prohibiting when appropriate unauthorized personnel from entering.

1.2.7 Access Equipment, Hoisting and Materials Handling

The Contractor shall be responsible for ensuring that all equipment is used in a proper and safe manner and compliance with all codes issued by the Health and Safety Executive.

1.3 STAFFING

1.3.1 Personal Identification

All consultants, Contractors and sub-Contractors must carry means of identification (ID) displaying the company name, company telephone number and current photograph of the bearer, the name and title of the bearer. Personnel without appropriate ID will not be allowed to remain on site. MLT will not be liable for any delay, loss or expense occurred as a result.

The Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) have merged to become the Disclosure and Barring Service (DBS). CRB checks are now called DBS checks.

Vulnerable groups of people need to be protected and CRB / DBS checks assist in ensuring that the most suitable people are appointed to roles working with these vulnerable groups.

All contractor and sub-contractors' staff must have a valid enhanced DBS certificate to work on school sites. The contractor will issue a list of the staff that will work on site and their DBS certificate numbers. These cannot be more than 1 year old. If this is not applicable work must be supervised or carried out when students are not present in schools.

1.3.2 Sub-Contract or Agency Staff

The Contractor shall not employ agency or subcontract for any part of the works described in this specification, except with the specific prior agreement of the Trust Infrastructure Manager.

1.3.3 Signing in and out of buildings

The Contractor is to ensure that Contractor's staff follow local school procedures for signing in and out of buildings. Such procedures are essential for the safety of all personnel in the event of fire or other emergency, to establish who might be trapped in a building.

1.3.4 Parking

Parking space is limited at each school site. Vehicles should be parked in marked spaces except where materials and / or equipment is being unloaded and loaded.