

# **Services Specification**

## **St Paul's Sports Ground Management**

**London Borough of Southwark**

## Introduction

- 1.1. This Services Specification sets out the Performance Standards that the service provider shall meet in the delivery of the Services during the Contract Period. It details the requirements that the service provider shall meet for the on-going operation of the Facility.

### Part 1A – General

### Part 1B - Service Performance Requirements

### Part 1C – Facility Performance Requirements

- 1.2. This Service Specification uses the following structure to provide the service provider with the requirements and Performance Standards of the Council.

#### **Required Outcome**

Provides the service provider with a high level view of the outcome and context of the requirements of the Council which the service provider shall meet.

#### **Performance Standards**

A list of standards that relate to the output that the service provider shall meet but which are covered by regulations, Legislation, British Standards etc and standards that set out the level of performance that the service provider shall meet and will determine whether the service provider is meeting the requirements of the Council. These must be met by the Service provider if the Services Specification is deemed to be achieved.

#### **Reporting Requirements**

This details the reporting requirements which the service provider shall meet in relation to the specified Performance Standard.

## **1 MEASUREMENT**

- 1.1 The monitoring of the service provider's achievement of the Performance Standards shall be measured in accordance with the Agreement.

## **2       REPORTING**

- 2.1       The service provider is obliged to report on its own performance in accordance with the specifications on a yearly basis. Part 1A – General

## **3       SPECIFIED FACILITIES**

- 3.1       Below are the facilities that are to be provided at St Paul's Sports Ground during the Contract Period

- 3.1.1     Turnstiles
- 3.1.2     Bicycle racks
- 3.1.3     3G artificial turf pitch
- 3.1.4     Spectator stands and terracing
- 3.1.5     Team dugouts
- 3.1.6     Floodlighting
- 3.1.7     First aid room
- 3.1.8     Team changing rooms
- 3.1.9     Referees' changing rooms
- 3.1.10    WCs
- 3.1.11    Access and other external areas
- 3.1.12    Club room and kitchen
- 3.1.13    Plant room.

- 3.2 The Facility shall allow full community access to and participation in the facilities and activities therein. The service provider shall comply with the requirements of the Equality Act 2010 and other Legislation.

## **4 PROPERTY DATABASE**

- 4.1 The service provider must maintain a record of all new and existing structures, plant, materials, components, and fittings over the Contract Period. This shall be achieved by developing the following:
- 4.1.1 Asset registers for the Facility, to be updated as and when alterations or any new works are carried out (as applicable)
  - 4.1.2 An equipment inventory which shall be updated as and when equipment is removed, updated and/ or introduced
- 4.2 The minimum requirements for each item logged on the Property Database are as follows:
- 4.2.1 Manufacturer/model/serial number and date of installation
  - 4.2.2 Contact information of the manufacturer/importer/agent/supplier
  - 4.2.3 The inspection/service interval required (including statutory inspections)
  - 4.2.4 Record(s) of inspections
  - 4.2.5 Information on any modifications/specification changes/refurbishment/ replacement of items
- 4.3 A copy shall be submitted to the Council for approval one month after the Commencement Date and one month prior to the beginning of each subsequent Contract Year.

## **PART 1B – SERVICE PERFORMANCE REQUIREMENTS**

The following areas are covered within the Service Performance Requirements:

- 6. Customer Service
- 7. Sports Development
- 8. Marketing and Publicity
- 9. Incident Reporting
- 10. Pricing Requirements
- 11. Opening Hours

## **5 CUSTOMER SERVICE**

### **5.1 Required Outcome**

The service provider shall ensure a high level of customer care so that all Users receive a high quality and positive experience at the Facility.

## **5.2 Performance Standards**

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

- 5.2.1 Staffing levels are appropriate to meet the demands of the participation / usage patterns at the Facility to ensure high standards of customer service
- 5.2.2 Staff respond positively to enquiries and sales opportunities and are empowered to resolve User complaints
- 5.2.3 Staff are helpful and pleasant, and appropriately dressed and presented at all times
- 5.2.4 Procedures are in place for dealing with difficult/ unusual User requests
- 5.2.5 Provision of an effective system for dealing with lost and found property
- 5.2.6 Comprehensive customer information is readily available at all times
- 5.2.7 All groups (including those with disabilities) have easy access and equal opportunities
- 5.2.8 There is a simple and effective customer's complaints system which aligns with the Council's Customer Complaints Procedure.

## **5.3 Reporting Requirements**

The service provider shall ensure that customer complaints are acknowledge, responded to and logged. This information will be made available to the council when requested.

# **6 SPORTS DEVELOPMENT**

## **6.1 Required Outcome**

The facility is well used and made available to all community members in order to increase participation in physical activity and sports, particularly in under represented groups. These groups include: young people, women/girls, disabled groups, minority backgrounds, older groups and low income groups.

## **6.2 Performance Standards**

The service provider shall identify where it will work with the Council to support the implementation of the Southwark Physical Activity and Sports Strategy. In particular:

- (a) The service provider shall ensure that a Sports Development Plan is developed and implemented, setting out how they will support increased participation and opportunities for progression across the community, with particular reference to those priority groups identified by the Council.
- (b) Implementation of the Sports Development Plan will be led by suitably experienced member of staff.

The service provider shall ensure that the Sports Development Plan includes specific provision for:

- (a) Programmes to promote and increase participation in sports and physical activity, and thereby improve the health and wellbeing of the community. Programmes of activity will be accessible

to all members of the community, and active measures will be taken to include those who may be constrained by economic, social or physical factors.

- (b) Innovative approaches to programming and services, with particular regard to the range of activities and forms of delivery

### **6.3 Reporting Requirements**

The service provider shall ensure that the Sports Development Plan and programmes are provided to the Council within one month of the Commencement Date. The service provider shall ensure that progress against the Sports Development Plan is reported on a quarterly basis.

## **7 MARKETING AND PUBLICITY**

### **7.1 Required Outcome**

The service provider shall ensure that the Facility is promoted as a Southwark Council Facility. The service provider shall ensure that the Council is recognised in all marketing material and signage produced by the service provider specifying the Facility and should include '[service provider name] working in partnership Southwark Council' and the Southwark Council logo. The service provider shall ensure that the Facility is managed in a way that promotes and enhances the reputation of Southwark Council and maximises awareness of the facility within the community.

### **7.2 Performance Standards**

#### *Council recognition and branding*

The service provider shall ensure marketing materials and signage are approved by the Council prior to use.

The service provider shall ensure that the Council's name and logo appears on external signage, signage in reception areas and all promotional mediums including web-sites and published material including stationery relating to the Services. Equal prominence must be given to the Council and the service provider's logo.

The Facility shall be referred to in all marketing and publicity as 'St Paul's Sports Ground'.

#### *Third party advertising and recognition*

Should the service provider wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing by the Council, and in particular before the third party's name can be displayed in the Facility. The service provider may seek sponsorship for events and activities, but shall obtain permission in writing from the Council's Representative in advance of any negotiations with the potential sponsors.

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

The service provider may, with the Council's prior written approval sell an agreed amount of advertising space within the Facility on an income share basis. The service provider shall not negotiate any agreement with any third party beyond the Expiry Date of the Agreement. The service provider shall ensure that no advertising or publicity material likely to cause offence, to or mislead the public, or cause embarrassment to the Council is used. The Council retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the service provider shall remove such material immediately. The Council accepts no responsibility for any loss incurred as a consequence of the removal of such material.

The service provider shall ensure that all standards laid down by the Advertising Standards Council and Trading Standards Board are adhered to at all times and that publicity conforms to all relevant Legislation, including the Equality Act 2010.

### *Media and public relations*

The service provider shall ensure that all media work (including all filming) is approved in advance by the Council's representative. The service provider shall ensure that all necessary permissions are gained from individuals involved or, where minors are concerned, from their parents or guardians (especially where filming or photography is involved).

Any statements issued to the media must be agreed or approved by the Council.

The service provider is encouraged to utilise e-communications including Facebook and Twitter to market and advertise the facility. Protocols for the use of e- communications need to be developed by the service provider.

## **7.3 Reporting Requirements**

The service provider shall in the quarterly report include information regarding marketing and publicity.

# **8 INCIDENT REPORTING**

## **8.1 Required Outcome**

The service provider shall ensure the Council is aware of all major incidents and near misses. A major incident includes major accidents or incidents such as fatalities, severe injury (as defined by RIDDOR), assault on Users, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, closure or any other issue likely to be of interest or concern to the Council and Users. The service provider shall ensure that if there is a major incident, the procedure set out below is followed.

The objectives of this procedure are to:

- Reassure the public
- Ensure the Council is fully briefed on the incident
- Ensure that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
- Minimise the likelihood of a repeat incident
- Enable the Council to respond competently to enquiries.

## **8.2 Performance Standards**

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

The service provider shall ensure that all major incidents at the Facility are reported to the Council's Representative by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email or fax within 24 hours of the incident.

The service provider shall ensure that in the event of an incident relating to security, severe injury as defined by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 2013) or death or any other Emergency occurring at the Facility, the incident is reported to the Council's Representative by telephone at the earliest opportunity (and within no more than one hour), followed by a full report by email or fax within 24 hours of the incident. Responsibility for notifying the enforcing Council under RIDDOR remains with the service provider.

Severe injuries as defined by RIDDOR include:

- Fractures other than fingers, thumbs or toes
- Amputation

- Dislocation of the shoulder, hip, knee or spine
- Loss of sight (temporary or permanent)
- Chemical or hot metal to the eye or any other penetrating injury to the eye
- Injury resulting from an electric shock or electrical burn leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat-induced illness or unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Unconsciousness caused by asphyxia or exposure to a harmful substance or biological agent
- Acute illness requiring medical treatment or loss of consciousness arising from absorption of any substance by inhalation, ingestion or through the skin
- Acute illness requiring medical treatment where there is reason to believe this resulted from exposure to a biological agent or toxins or infected material.

### **8.3 Reporting Requirements**

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

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

The service provider shall provide a summary of all accidents and incidents occurring at the Facility as part of the quarterly report.

## **9 PRICING REQUIREMENTS**

### **9.1 Required Outcome**

Usage and attendance by all sections of the wider and local community shall be encouraged through the service provider's Pricing Policy to support delivery of the Southwark Physical Activity and Sports Strategy.

### **9.2 Performance Standards**

The service provider must not charge more than the prices agreed with the Council as set in the agreed pricing policy.

The service provider must ensure that all current fees and charges are displayed prominently in the club house of the Facility and as appropriate within the Facility. The service provider must ensure all prices are contained within the facility website. The service provider shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

### **9.3 Reporting Requirements**

The service provider is required to report in the quarterly report compliance with the pricing policy.



## **10 OPENING HOURS**

### **10.1 Required Outcome**

The agreed hours of use for St Paul's as set in the planning conditions are as follows:

- From 8 am until 10 pm Monday to Friday
- From 8 am until 7 pm on Saturdays
- From 8 am to 6 pm on Sundays
- With the exception of one week day evening per week between July and April (a maximum of 4 times per calendar month) when the facility may be used until 10.30 pm for injury or extra time during Fisher FC matches only.

The service provider will develop a programme of usage with will take into account Fisher FC matches of one mid week game per fortnight and one Saturday afternoon/game per fortnight from mid-August to mid-May , Fisher FC training sessions, community usage of at least 24 hours per week and commercial usage opportunities.

### **10.2 Performance Standards**

The service provider shall advertise all opening times.

Where appropriate the service provider shall agree with the Council closures of the Facility, or any element therein, for the purposes of maintenance.

In event of closure of the Facility, or part thereof, owing to unforeseen or emergency conditions, the service provider shall inform the Council's representative immediately (by telephone and followed up in writing as soon as possible and within a maximum timescale of one hour of the closure).

The Council may require the Facility to be closed for the purposes of emergency planning responses and the service provider will co-operate in such circumstances.

### **10.3 Reporting Requirements**

The service provider shall maintain a log of hours that the relevant Facility is open. This information will be made available to the Council on request.

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

The following issues are covered under Facility Performance Requirements:

12. Access
13. Cleaning
14. Maintenance of Buildings, Plant & Equipment
15. Grounds Maintenance
16. Equipment
17. Legislation and Policy
18. Water (Hot and Cold Installations)
19. Drainage
20. Heating (Thermal Comfort)
21. Lighting
22. CCTV and Security

### **11 ACCESS**

#### **11.1 Required Outcome**

The Facility must be accessible by all Users and comply with Disability Discrimination Act (1995).

#### **11.2 Performance Standards**

The service provider shall ensure that the Facility is open and free from any obstruction or physical destruction or deterioration (save for fair wear and tear)

The Facility should be accessible by wheelchair users and sight impaired users.

The service provider shall effectively manage access and safety, especially when any special events take place, to ensure no adverse impact on local residents.

The service provider shall ensure that all signage within the Facility is clear and instructive and complies with health and safety guidelines.

#### **11.3 Reporting Requirements**

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

### **12 CLEANING**

#### **12.1 Required Outcome**

Cleaning of the Facility in such a way as to ensure a healthy and safe environment for all Users; allowing for efficient and effective operational use of the facilities and promoting a positive image of the Facility at all times. The Facility must be 'visibly clean' at all times.

This includes, without limitation, the following:

- To keep the entrance (internal and external) to the Facility safe, tidy and clean, clean glazing inside and outside to maintain its transparency and appearance, hard and soft floors to be kept clean, tidy and safe
- To keep toilets odour free, sanitary and clean for use and all other sanitary equipment and other sinks and fittings in a clean, hygienic condition for use

- To keep all other surfaces clean, including all painted surfaces, walls, ceilings, vertical tiled surfaces and doors, keep all furniture, equipment, fixtures and fittings clean, including blinds and curtains, light fittings and diffusers, and telephone handsets
- To avoid overflowing of waste receptacles internally, and to keep their exteriors clean
- To dispose of waste hygienically and safely, perform emergency cleaning, remove graffiti (internal and external), periodical deep cleaning of kitchen areas
- To ensure outdoor areas and car parks are litter free (in particular cigarette butts and chewing gum must not be present) and bins are emptied on a regular basis

## 12.2 Performance Standards

The service provider shall provide cleaning services over the full calendar year. The service provider shall be aware, that some cleaning requirements may, of necessity, require to be undertaken outside the public opening hours or need to be more intensive when events dictate e.g. on open days.

## 12.3 Reporting Requirements

Cleaning records must be made available to the Council on request.

# 13 MAINTENANCE OF BUILDINGS, PLANT AND EQUIPMENT

## 13.1 Required Outcome

The service provider shall regularly service, maintain and replace as appropriate all buildings, equipment and plant in accordance with this Services Specification and the Manufacturers' guidelines.

The service provider shall ensure that:

- It takes full responsibility for managing and delivering all the specified maintenance services at the Facility including Planned Preventative Maintenance and Reactive Maintenance.

## 13.2 Performance Standards

The service provider shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance and replacement as set out in this Services Specification and the Asset Responsibility Matrix. The service provider shall ensure that the Facility is kept in good working order and looks good to users.

The service provider shall carry out breakdown and repair maintenance for all buildings and services to ensure that, at all times, the plant, buildings and equipment at the Facility is maintained to a high standard of good repair and are fully functional in respect of the activities taking place at the Facility.

- Maintenance procedures ensure the Facility:
  - complies with all applicable statutory requirements and Legislation
  - is in a safe, secure, wind protected and watertight condition
  - are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the Facility as a whole in accordance with

the standards contained within the Heating and Ventilating Contractors' Association (HVCA) SFG20 guidance, and

- are maintained in a manner which prevents deterioration save fair wear and tear of any part thereof.
- all maintenance repairs use materials that are comparable and compatible with existing materials used on the Facility
- all maintenance activity is recorded on the Property Database
- all work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.

This section of the Services Specification contains the scope of the "Maintenance Services". The service provider shall take responsibility for the costs of all Maintenance Services. The service provider shall be responsible for all costs of the replacement of service provider Lifecycle Items as set out in the Asset Management Responsibility Matrix.

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

The service provider shall ensure that copies of operating worksheets for periodic maintenance and repairs carried out are recorded on the Property Database. The service provider shall maintain on the Property Database records detailing all breakdown failures, incidents or accidents involving any plant, machinery and equipment, together with details of all service overhauls or other such investigations that are carried out to plant, machinery and equipment.

#### *Planned Preventative Maintenance (PPM)*

The service provider shall, by a regular and organised scheme, be responsible for the maintenance and operation of all items of plant, equipment and building fabric within the Facility, inclusive of fixtures and fittings. The service provider shall be responsible for the operation and maintenance of the Facility in a manner that optimises its performance for the duration of their effective life. The Council may at any time carry out checks of any replacement, maintenance or repair carried out by the service provider.

#### *3G Pitch Maintenance*

The following maintenance schedule is the minimum requirements to maintain the 3G artificial pitch and surrounding infrastructure.

The service provider shall maintain the FIFA 1 Star rating of the pitch throughout the Contract Term.

Any defects must be reported to the Council and rectified within an agreed timescale.

**Table 1 – 3G Artificial pitch maintenance schedule**

	<b>Daily</b>	<b>Twice Weekly (minimum)</b>	<b>Twice Monthly (minimum)</b>	<b>Twice Yearly</b>	<b>Yearly (and as required)</b>
<b>3G carpet</b>	<ul style="list-style-type: none"> <li>- Remove litter, chewing gum, cigarette butts, leaves &amp; twigs and any other visible debris.</li> <li>- Check and refill high use areas (penalty spots, corners, etc).</li> </ul>	<ul style="list-style-type: none"> <li>- Brush with tractor mounted drag brush and or mat.</li> <li>- Inspect seams and general condition.</li> <li>- Deal with any weeds/moss/algae</li> </ul>	<ul style="list-style-type: none"> <li>- Deep sweep with flexi comb equipment.</li> </ul>	<ul style="list-style-type: none"> <li>- Deep sweep/groom with specialised de-compaction equipment.</li> <li>- Anti-moss and anti-weed treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain infill/top up rubber crumb.</li> <li>- Commission independent report on the condition of the pitch.</li> </ul>
<b>Perimeter Fence</b>			<ul style="list-style-type: none"> <li>- Check and lubricate access doors, gates and check all fixings.</li> </ul>		<ul style="list-style-type: none"> <li>- Check bolts and tighten as necessary</li> </ul>
<b>Pitch Floodlighting</b>		<ul style="list-style-type: none"> <li>- Check floodlights and rectify any failures</li> </ul>			<ul style="list-style-type: none"> <li>- Lower masts and check operation</li> <li>- Clean the floodlight and re-aim if necessary</li> <li>- Check and inspect the floodlight lamp and control gear</li> <li>- Visually inspect foundation assembly</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>- Check fixtures and fittings (goals, dividing nets, winches etc).</li> <li>- Check access routes to pitch</li> <li>- Check facility for vandalism</li> </ul>				

### *Statutory/ Mandatory inspections*

The service provider shall ensure that all statutory and other mandatory requirements are met in respect of the Maintenance Services and inspections. The service provider shall inform the Council in the first instance of any and all breaches of these obligations together with a programme for rectification and measures to safeguard against a repeat.

The service provider shall set up a programme of statutory, mandatory and insurance inspections to ensure all assets receive the required inspections at the correct time. The service provider shall at all times comply with all relevant EC and UK statutory and legislative requirements and all relevant guidance (including British Standards) including any alterations that may take place.

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

### *Portable Appliance Testing*

The service provider shall ensure that as a minimum, portable appliance testing ('PAT') is implemented and carried out in accordance with the Code of Practice for in-services inspection and Testing of Electrical Equipment published by the Institution of Electrical Engineers, as amended from time to time. The service provider shall ensure that all portable appliances are tested and certified with copies of certificates promptly forwarded to the Council's Representative. PAT testing shall be risk based. The service provider shall determine the frequency based on the risk presented to the Class 1 and 2 electrical and electronic equipment used at the Facility and by the working environments within the Facility.

The service provider shall test any item of equipment introduced to the Facility prior to its being used. Once tested, items shall be tagged and logged in accordance with the above regime by the service provider.

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

The service provider shall ensure that all fire detection alarm systems are maintained and tested in accordance with BS 5839: Part 1 (or replacement standards) with copies of the relevant certificate promptly forwarded to the Council's Representative.

The service provider shall ensure that all Emergency Lighting Systems are maintained and tested in accordance with BS 5266: Part 1 (or replacement standards) with copies of the certificates promptly forwarded to the Council's Representative following each service.

The service provider shall test all fire detection equipment and emergency lighting on a weekly basis and in a manner which ensures that every manual call point is activated through the testing period and cyclically at a frequency and at a time to be agreed between the Council and service provider in accordance with manufacturer's and installer's guidance and in line with the above statutory guidance. The service provider shall ensure that the results are logged within each location and centrally. The service provider shall ensure that all abnormal test results are acted upon and the appropriate action is taken to remedy any abnormal test results in line with the required response and rectification times. The service provider must have a fire safety & evacuation plan in place for the facility.

### *Security, Access and Intruder Systems*

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

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

### 13.3 Reporting Requirements

The service provider shall ensure that results of all non-compliant measurements are recorded on the Property Database and reported to the Council on a quarterly basis as part of the quarterly report.

## 14 GROUNDS MAINTENANCE

### 14.1 Required Outcome

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

The service provider shall be responsible for the maintenance of the artificial turf pitch, fencing lighting and associated infrastructure at the Facility in accordance with the appropriate industry maintenance standards and the specification set out in SAPCA Code of Practice for the Construction and Maintenance of Synthetic Turf Sports Pitches.

### 14.2 Performance Standards

#### *The Grounds*

The service provider is responsible for all grounds maintenance and shall collect and dispose of all litter.

The service provider shall ensure that the grounds are maintained to meet the applicable provisions of BS7370, BS3936, BS4043 and BS4428:1989 and in accordance with the detailed provision as set out in the remainder of this Services Specification.

#### *Slippery Surfaces*

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

#### *Snow and Ice*

The service provider shall ensure:

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

The service provider shall ensure that any specific hazards caused by inclement weather shall be made safe.

#### *Environmental Maintenance*

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

refer to the Environmental Protection Act 1990: Code of Practice on Litter and Refuse for examples of cleanliness standards and shall meet the same.

#### *Leaf and Blossom Fall*

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

#### *Animal Fouling Clearance*

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

#### *Graffiti and Flyposting*

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

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

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

#### *Pests, Vermin and Wild Animals*

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

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

- Department for Environment, Food and Rural Affairs 'Pesticides. Code of practice for using plant protection products' (DEFRA).
- British Agrochemical Association 'Handbook of Amenity Pesticides'.
- Weed Research Organisation 'The Weed Control handbook Vols I and II'.
- National Association of Agricultural Contractors and National Turf Authority. 'Code of Practice for the Use of Approved Pesticides in Amenity Areas'.

#### *General*

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

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

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



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

#### **14.3 Reporting Requirements**

The service provider shall submit a Grounds Maintenance Schedule one month after the Commencement Date and report against the schedule in the quarterly reports.

## **15 EQUIPMENT**

#### **15.1 Required Outcome**

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

#### **15.2 Performance Standards**

The service provider shall ensure that any item of equipment that, at any time, is found to be defective or has failed and so poses a hazard is immediately withdrawn from service. The service provider shall make it secure and ensure it cannot inadvertently be used.

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

The service provider shall ensure that all areas of the Facility have equipment provided in accordance with the following standards:

- Sufficient equipment for the activity programmed
- Arrangements for hearing and sight impaired clients
- The following to be available
  - Changing & Toilet Facilities
  - First aid room
  - Club room and kitchen
  - Access & Other External Areas
  - 3G pitch

The service provider shall ensure that the Facility has defibrillators on site.

#### **15.3 Reporting Requirements**

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

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

## **16      LEGISLATION AND POLICY**

### **16.1      Required Outcome**

The Facility must comply with all Legislation relating to the Sites and the provision of Services including, for example, the Equality Act 2010, environmental Legislation, licensing requirements, and health and safety.

### **16.2      Performance Standards**

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

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

The service provider shall ensure that all employees and supervisory staff have a working knowledge of the Legislation, Regulations and guidelines relating to best practice in managing sport and leisure facilities.

In particular, the service provider shall ensure that:

- All agents or suppliers who may be required to enter the Facility are fully aware of all relevant rules and procedures concerning the health and safety regime, fire risk and precautions, and safeguarding requirements
- Hazardous materials or equipment at the Facility, which are to be used in the provision of the Services, are kept under proper control and safekeeping. The hazardous materials or equipment are properly and clearly labelled on their containers and comply with the relevant COSHH regulations (i.e. petrol for grounds maintenance tractor).
- The service provider undertakes, at its own cost, its own risk assessments and associated training
- It keeps records of accidents and actions taken and these are to be made available for inspection by the Council
- There is a full and comprehensive fire and evacuation procedure. The service provider shall ensure that the Facility's fire and evacuation systems, and associated equipment is maintained to relevant standards and regulations, and shall keep appropriate records
- Only authorised personnel are permitted in non-public areas of the Facility, such as plant areas, staff rooms, offices etc.

### **16.3      Reporting Requirements**

The service provider shall provide clarification to council on how they ensure compliance with the appropriate legislation, guidelines and regulations.

## **17      WATER (HOT AND COLD INSTALLATIONS)**

### **17.1      Performance Standards**

The following standards shall be complied with by the service provider:

- CIBSE Technical Memoranda TM 13: 2013 Minimising the risk of Legionnaires' Disease
- The storage and distribution of water within the Facility shall be in accordance with all building codes and BS guidance with particular reference to BS EN 806-1:2000, BS EN 806-2:2005, BS

EN 806-3:2006, BS EN 806-4:2010 and BS EN 806-5:2012 'Specifications for installations inside buildings conveying water for human consumption', and BS 8558:2011: 'Specification for design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages'

- Maintenance shall be in accordance with relevant Health and Safety Executive (HSE) guidance, including:
  - L8 "Legionnaires' disease. The control of legionella bacteria in water systems" Approved Code of Practice and Guidance 2013
  - HSG274 "Legionnaires' disease: Technical guidance"
- And any subsequent amendments or revisions to the standards and guidance documents listed above.

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

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

The service provider shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facility.

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

The service provider shall ensure that free drinking water is available at the Facility.

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

The service provider shall meet the following standards:

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

## 17.2 Reporting Requirements

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

Any analysis detecting legionella shall be reported to the Council within 1 day and immediate action taken to rectify the issue(s).

## **18 DRAINAGE**

### **18.1 Required Outcome**

The drainage systems shall provide safe effective removal of wastewater, surface water and liquid and solid waste (including kitchen grease discharge) from the Facility in compliance with relevant Legislation. The drainage systems above ground shall be maintained in accordance with the appropriate health and safety Legislation and standards.

### **18.2 Performance Standards**

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

The service provider shall ensure that all relevant areas within the Facility have an adequate drainage and sewage system operating.

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

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

### **18.3 Reporting Requirements**

The service provider shall ensure that results of all non-compliant measurements are entered in the Property Database and reported quarterly to the council as part of the quarterly report.

## **19 HEATING (THERMAL COMFORT)**

### **19.1 Required Outcome**

To ensure the heating system is maintained in accordance with the appropriate health and safety Legislation and standards and are being managed in an energy efficient manner.

### **19.2 Performance Standards**

The service provider shall ensure compliance with the following documents:

- Handbook of Sports and Recreational Building Design Volumes 1 – 3 1996
- BR264 Thermal Comfort: Past, Present and Future 1994
- BR266 Trends in Thermal Comfort
- BRECSU GIR 30- Performance Requirements for the Energy Efficient Office of the Future.

The service provider shall check and ensure that the inside temperature within the Facility during the Minimum Opening Hours shall meet the following standards:

- Temperature >16 degrees centigrade in all areas
- If temperature controlled:
  - 19-21 degrees in all areas, except for:

- Changing 20 - 25 degrees C.

### 19.3 Reporting Requirements

The service provider shall report any failures of the heating equipment onto the PPM Property Database and reported to the Council as part of the quarterly report.

## 20 LIGHTING

### 20.1 Required Outcome

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

### 20.2 Performance Standards

The service provider shall ensure that the Facility has a lighting (lux) level appropriate to its specified use. The following standards shall be met by the service provider:

- Lighting in respect of minimum luminescence, colour rendition and glare index as specified below
- Building Regulations part L
- BS 8206-2:2008 'Lighting for Buildings. Code of Practice for Daylighting'
- LG4CIBSE Lighting Guide – Sports (and Addendum)
- CIBSE Code for Lighting 2004
- BS 5266-1:2005 'Emergency lighting. Code of Practice for the Emergency Lighting of Premises'.

The service provider shall ensure the Facility has adequate lighting appropriate to its specified use in accordance with the following standards:

Illuminance values > 200 lux in all areas, apart from:	3G Pitch – 300 lux
Uniformity ratio	3G Pitch STP 0.7

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

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

### 20.3 Reporting Requirements

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

## **21 CCTV AND SECURITY**

### **21.1 Required Outcome**

The Facility is secure and a system that provides a safe level of security to Users during their visit, but which does not compromise the personal privacy of Users getting changed.

### **21.2 Performance Standards**

The Facility shall have adequate security arrangements in place. Where provided, CCTV shall be maintained according to the manufacturer's specification and operated in line with a system that provides a safe level of security to Users during their visit but which does not compromise the personal privacy of Users getting changed.

The service provider shall ensure compliance with the Information Commissioner's Code of Practice issued under the Data Protection Act 1998 and will be responsible as the data controller.

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

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

The service provider may wish to add to the system but shall ensure that prior to the installation of any additional alarm or security equipment the prior written approval of the Council's Representative is obtained.

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

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

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

The service provider shall ensure that a zoned intruder detection system in order to enhance the security of the Facility is fully operational. The service provider shall ensure that a fully operational control unit and remote keypad to activate and deactivate the intruder detection system is available at all times. The service provider shall ensure that each keyholder is given a unique password and that these passwords are changed on a regular basis.

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

### **21.3 Reporting Requirements**

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

## **22 STAFFING**

### **22.1 Required Outcome**

The Facility must have sufficient and suitably qualified staff to provide the services required by this Services Specification and all relevant Legislation.

### **22.2 Performance Standards**

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

The service provider shall ensure compliance with Governing Body requirements with respect to staffing.

The service provider shall be entirely responsible for the employment and conditions of service of its employees and shall implement a scheme for the continued assessment and development of staff. The service provider shall therefore ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The service provider shall ensure that this is appraised annually.

The service provider shall appoint an overall representative to consult with the Council's Representative as often as may reasonably be necessary for the efficient provision of the services and shall attend meetings on a regular basis.

The service provider shall employ sufficient staff, coaches and instructors currently qualified for all activities where coaching or instruction takes place or specific qualifications are required.

The service provider shall ensure that as a minimum all staff employed to work on the Agreement that may come into contact with children, young people and other vulnerable people have their personal records formally checked through the Disclosure and Barring service (DBS). Enhanced disclosure is required for all such employees. The service provider shall so far as he is lawfully able to, disclose to the Authority's Representative the names of employees who either will not agree to a disclosure application being made or who has convictions disclosed by the DBS or otherwise known to the Contractor including details of the conviction(s). The Authority shall have the right to require such employees to be removed from provision of the Services.

The service provider shall not, without the prior written approval of the Authority, employ at the Facilities any person who discloses any previous conviction or convictions or about whom such disclosure is made by the DBS.

The service provider shall ensure that its recruitment and selection policy and procedures take account of its obligation under the Rehabilitation of Offenders Act and Safeguarding Children. This shall include the requirement for job applicants to disclose criminal convictions and the need to produce a disclosure certificate from the DBS.

The service provider shall ensure that all staff employed by third party service providers that deliver services and activities (such as independent sports clubs) are suitably qualified, DBS checked in accordance with their roles and responsibilities and have their own Safeguarding Children and Vulnerable Adults policy and procedure in place and fully comply with the Authority's Safeguarding Children and Vulnerable Adults policies.

### **22.3 Reporting Requirements**

The service provider shall maintain the appropriate records associated with staffing needs.

## **23 HEALTH AND SAFETY MANAGEMENT**

### **23.1 Required Outcome**

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

### **23.2 Performance Standards**

The service provider must comply with all relevant health and safety legislation.

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

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

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

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

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

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

The service provider shall have effective health and safety arrangements for the selection and management of sub-contractors. The service provider shall ensure that sub-contractors have the appropriate degree of competence to carry out the work safely and without risk to health. The service provider shall ensure that all staff, agents or suppliers who may be required to enter the Facility are fully aware of all relevant rules and procedures concerning health and safety at work and fire and emergency procedure. This includes the relevant sections of COSHH assessments and the regular recording and "signing-in" of sub-contractors (permit to work system).

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

The service provider shall physically check the First Aid equipment and supplies weekly and shall ensure that a record of such checks is available for inspection by the Council. The service provider shall provide and maintain defibrillators to the same standard of rigour. The service provider shall ensure that the Facility have a minimum of one trained First Aider on each Site at any time and attend to public first aid requirements.



The service provider shall appoint a competent person to advise and assist the service provider in carrying out the measures needed to comply with health and safety law. The service provider shall also identify a member of staff at each of the Facility as the "Health and Safety Competent Person" and shall ensure that they receive full first aid training as appropriate for the responsibility. This training shall include holding a valid certificate of competence in First Aid at Work (FAW) or Emergency First Aid at Work (EFAW), obtained from a competent training organisation.

The service provider shall display the names of the appointed first aiders in a prominent position on the wall in the clubhouse at the Facility.

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

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

The service provider shall ensure that all signs relating to exits and fire exits are to the standards required by legislation and the requirements of Fire and Licensing Officers in respect both of general operation and special and entertainment events. For the avoidance of doubt, the service provider shall be the 'responsible person' as defined by the Regulatory Reform (Fire Safety) Order 2005 and shall liaise with tenants of the Facility to coordinate safety management.

The service provider shall repair any damaged health and safety notices within 24 hours and shall take action in the interim period to ensure staff are fully aware and take the necessary action to prevent any type of incident, e.g. fire instruction routes

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

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

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

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

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

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

The service provider shall ensure that all transferring and new employees receive a personal copy of the health and safety policy statement and understand its contents within seven days of their start of employment and that all employees have access to all other relevant documents concerned with the Health and Safety at Work Act. To this end the service provider shall issue all employees with access to all relevant documents.

The service provider shall submit a copy of:

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

The service provider shall provide sufficient numbers of qualified employees to be present at all operating times at the Facility to ensure the safety of employees, Users and sub-contractors.

The Council retains the absolute right to instruct the service provider to close any area within the Facility, immediately, in the interest of public safety.

In addition, the service provider shall supply to the Council's Representative, a minimum of one week after the Commencement Date, "Health and Safety Procedures Manual". A copy of this manual must be accessible to the service provider's employees in the relevant staff room and changing area.

Unless otherwise clearly the responsibility of the Council (as identified in the Asset Management Responsibilities Matrix), the service provider shall notify all defects to plant and equipment affecting the health and safety of employees, Users and the service provider to the Council's Representative within one Business Day of their occurrence, together with any action taken to repair, withdraw from use or replace the plant or equipment.

The service provider shall permit access at any reasonable time (including but not limited to the Minimum Opening Hours) to all areas of the Facility by the Council's Representative, any relevant corporate health and safety advisor, Licensing Officer, Environmental Health Officer, Fire Officer or officer of the Health and Safety Executive that has responsibility for matters concerned with health and safety for the purpose of inspecting plant and equipment.

The service provider shall ensure protective clothing and equipment (PPE) is provided for the facility. The service provider shall also detail the frequency with which all protective clothing and equipment shall be replaced. Records of issue to employees shall be kept by the service provider and made available for inspection by the Council when required. PPE is a last resort and the service provider needs to ensure that any residual risks are eliminated.

The service provider shall at all times ensure compliance with maximum occupation levels for the Facility as stipulated in the service provider's Fire Risk Assessment and/or the Premises Licence.

The service provider shall monitor safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity taking place.

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

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

The service provider shall ensure that in any case of snow or ice, such snow or ice will be cleared and the immediate entrance and public pathways leading to the Facility sanded/gritted.

The service provider shall ensure that hazardous materials or equipment at the Facility, which are to be used in the provision of the Services are kept under proper control and safekeeping and are properly and clearly labelled on their containers and comply with the relevant Control of Substances Hazardous to Health Regulations (COSHH).

The service provider shall ensure that all cleaning materials and equipment are appropriate for their required function and are used in accordance with the manufacturer's instructions, British Standards, and relevant Health and Safety Legislation, particularly COSHH.

The service provider shall maintain comprehensive records of:

- All accidents, incidents and near misses involving staff, members of the public and service providers

- Evacuations and incidents occurring at the premises
- Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

The service provider shall ensure that any major RIDDOR reportable incident is reported to the Council within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided to the Council within 24 hours.

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

The service provider shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place. The service provider shall ensure the Facility' fire and evacuation systems and equipment as part of the EAPs are maintained to relevant standards and regulations and appropriate records kept.

The service provider shall ensure that electrical installations are inspected by a competent person at least every 3 years and that the service provider complies with the recommendations in inspection reports relating to all category 1 and 2 hazards.

The service provider shall ensure that only authorised personnel are permitted in non-public areas of the Facility, such as plant areas, staff rooms, ticket offices etc. Clearly visible signs shall be displayed to this effect.

The service provider shall be responsible for ensuring that smoking is not permitted throughout the Facility.

### **23.3 Reporting Requirements**

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

The service provider shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant Facility site. A copy of this record shall be supplied by the service provider to the Council within 48 hours of receipt.

The service provider shall provide a summary of all accidents and incidents occurring at the Facility as part of the Major Accidents and Incident report.

## **24 OPERATING PERFORMANCE AND FINANCIAL REPORTING**

### **24.1 Required Outcome**

The service provider shall provide to the Council on a quarterly basis details of the operating performance of the contract on an open book basis, including information on turnover and expenditure, split by category.

### **24.2 Reporting Requirements**

The format of the report will be agreed with the Council prior to the Commencement Date. The operational expenditure and income section is expected to follow a similar format to the Bidder Financial Template submitted by the service provider as part of its tender.

The Quarterly Report that the Service Provider is required to submit shall contain details of any failures to maintain the Performance Standards as set out in this Services Specification and must include the following contents as a minimum:

- a) Customer complaints and feedback summary
- b) Attendances for the Authority's Priority Groups
- c) Accidents and Incidents
- d) Customer usage data
- e) Operational expenditure and income
- f) Maintenance programme update
- g) Programme of usage update
- h) Physical Activity and Sports Development Plan – progress update
- i) Event management update
- j) Marketing and communications update
- k) Statutory Compliance
- l) Environmental and Energy Management Plan progress
- m) Detailed report to show any Performance Failures which occurred during the relevant Quarter in line with the Performance Monitoring System and outline of measures of how issues are to be addressed.

Report Title	Frequency	Submission Date
Quarterly Report	Quarterly	Within ten (10) Business Days of the end of each 3 month period
Fire Risk Assessment	Annual	Promptly following receipt
Electrical Certificates	Annual	
Property Database	Annual	One month following the Commencement Date and one month prior to the beginning of each subsequent Contract Year
Equipment Inventory	Annual	Within one month following the Commencement Date and within one month following each subsequent Contract Year