LONDON BOROUGH SUTTON

LEISURE CENTRES – MANAGEMENT CONTRACT

SERVICE SPECIFICATION

2008 – 2018
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Introduction

It is the intention of the London Borough of Sutton to ensure that the Leisure Facilities offer a high-standard well-managed service.

The Authority considers the following set of values to be the most important when considering the future provision and operation of the Leisure Facilities:

- High level working relationship with the Authority
  - in which the Contractor is able to develop a positive working relationship with councillors and senior council officers at a strategic level
- Commercial/business orientated
  - by which the Contractor is able to manage the centres in a very commercially orientated way
- Bid partners
  - in which the Contractor is able to work in conjunction with the Authority and other partners on external funding and other types of applications
- Flexibility of operation
  - in which the Contractor is responsive to the demands and constraints placed on the Authority and is able to work in partnership to identify ways to overcome difficulties and unexpected problems
- Innovation
  - in which the Contractor is aware of new opportunities, market trends, new ideas and innovative approaches and is capable of implementing them in the Leisure Facilities
- Concessionary pricing approach
  - By which the Contractor is committed to and able to operate a concessionary pricing scheme as required by the Authority
- Effective performance management processes
  - by which the Contractor has clear and effective monthly and annual reports, effective performance management processes and high quality business planning processes
- Public focus
  - in which the Contractor is capable of being sensitive to public and customer needs
- Meeting the Authority’s core values and strategic objectives
- by which the Contractor is capable of managing the Leisure Facilities in such a way that they maximise their contribution to the Authority's core values and strategic objectives

- A stable organisation
  - by which the Contractor has a good track record, good references, expertise in the leisure industry and is satisfactorily financially sound or underwritten

- Investment
  - by which the Contractor is able to provide or facilitate the provision of capital investment in the Leisure Facilities

- Price
  - By which the Contractor is able to offer a competitive price to manage the Leisure Facilities.

1.3 This Service Specification sets out the Authority’s Requirements in respect of the Leisure Facilities.

1.4 There are two elements to the Authority’s Requirements:

- Facility Requirements
- Service Requirements.
Part 1 - Facility Requirements

Introduction

2.1 The Facility Requirements defines the accommodation and service outputs that the Authority requires the Contractor to provide in accordance with this Agreement.

2.2 The list below sets out the facilities that the Authority requires at the Leisure Facilities and the key requirements they wish to specify for each facility.

2.3 The following facilities are to be provided in accordance with Table 2.1 below.

Table 2.1 Specified facilities to be provided

<table>
<thead>
<tr>
<th>Zone</th>
<th>Westcroft Leisure Centre (WLC)</th>
<th>Cheam Leisure Centre (CLC)</th>
<th>The Phoenix Centre (TPC)</th>
<th>Sutton Arena Leisure Centre (SALC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrance Area and Reception</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Pool Hall and Swimming Pools:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Main Pool</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>• Learner Pool</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Viewing Area (Pool Hall)</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Wet Changing Facilities</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sports Hall – Multi-Use</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Viewing Area (Sports Hall)</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Indoor Athletics Hall</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>Practice Hall</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Projectile Hall</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Squash Courts (and viewing gallery)</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Multi-purpose Zone &amp; Dance Studio</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Fitness Suite</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Health Suite (Sauna, Steam and Sunbed rooms)</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Zone</td>
<td>Westcroft Leisure Centre (WLC)</td>
<td>Cheam Leisure Centre (CLC)</td>
<td>The Phoenix Centre (TPC)</td>
<td>Sutton Arena Leisure Centre (SALC)</td>
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<td>------------------------------------------------------</td>
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<tr>
<td>Weight Training Area</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>Physio/Medical Room</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>First Aid Room</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Sensory Room</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>-</td>
</tr>
<tr>
<td>Library</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>-</td>
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<tr>
<td>Youth Centre</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>-</td>
</tr>
<tr>
<td>Dry Changing for Non-Pool Activities</td>
<td>✓</td>
<td>-</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Toilets (Outside of Changing Facilities)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Crèche</td>
<td>✓</td>
<td>-</td>
<td>✓</td>
<td>-</td>
</tr>
<tr>
<td>Soft Play Areas</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>Function and Meeting Rooms</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Community Halls</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>-</td>
</tr>
<tr>
<td>Computer Suite</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>-</td>
</tr>
<tr>
<td>Staff Room &amp; Staff Changing Facilities</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Staff Offices</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Police Office</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Grass Football Pitch</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>Athletics Track</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>Grandstand and Outdoor Changing Facilities</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>Support Accommodation – Public Areas</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
PART 1 – FACILITY REQUIREMENTS

<table>
<thead>
<tr>
<th>Zone</th>
<th>Westcroft Leisure Centre (WLC)</th>
<th>Cheam Leisure Centre (CLC)</th>
<th>The Phoenix Centre (TPC)</th>
<th>Sutton Arena Leisure Centre (SALC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Accommodation – Non Public Areas</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Bar, Catering and Vending Facilities</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Car Parking, Access and Other External Areas</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

Accessibility and Availability

2.4 The Contractor must ensure that the Leisure Facilities provide for full community access to and participation in, the facilities and activities therein. The Contractor must ensure that full regard is given to compliance with the requirements of the current Disability Discrimination Act and other Legislation.

2.5 Zone Data Sheets are provided in Appendix A for each Zone specified above setting out the required Availability Requirements for each Zone during the Contract Period.

2.6 The Contractor is required to meet the standards that have been outlined in the Zone Data Sheets for each of the Facilities.

Entrance Area and Reception

2.7 The Contractor must ensure that the entrance to the Leisure Facilities shall be easy to find, attractive and welcoming and make provision for disabled Users. The Contractor must ensure that the entrance foyer provides sufficient space for people to circulate, view notices or wait for friends.

2.8 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The entrance and reception should meet all the requirements in accordance with the relevant Zone Data Sheet
- Where possible in existing facilities, the location of the main facilities should be clearly identifiable from the entrance area to aid Users understanding of the building layout and provide easy way finding through the Leisure Facilities
- CCTV cameras shall be fixed to the internal and external walls of each Leisure Facility in accordance with the relevant Zone Data Sheet
- The Contractor will provide secure storage space for pushchairs overlooked from reception in accordance with existing arrangements
PART 1 – FACILITY REQUIREMENTS

- The design of the reception desk shall be attractive, welcoming and located for easy access and circulation. It shall be designed to ensure it is accessible to wheelchair Users, people with disabilities and children.

- Arrangements to assist hearing and sight impaired Users should be made so that they may access the reception.

- The reception point and any control mechanisms shall provide security and appropriate arrangements for cash control.

- The Contractor must provide a coin operated public telephone at the cost of the Contractor in accordance with existing arrangements.

- Sufficient space shall be allowed for IT equipment and electronic booking systems.

- The Contractor must provide notice and display boards (including board and plasma screens in accordance with existing arrangements).

**Pool Hall and Swimming Pools**

2.9 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The dimensions of the pool basins at the Leisure Facilities shall be as follows:

<table>
<thead>
<tr>
<th>Cheam Leisure Centre</th>
<th>Length</th>
<th>Width</th>
<th>Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Pool</td>
<td>30m</td>
<td>12m</td>
<td>0.9m to 2.9m</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Westcroft Leisure Centre</th>
<th>Length</th>
<th>Width</th>
<th>Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Pool</td>
<td>33.3m</td>
<td>12.5m</td>
<td>1m to 2m</td>
</tr>
<tr>
<td>Learner Pool</td>
<td>12.5m</td>
<td>7m</td>
<td>1.06m</td>
</tr>
</tbody>
</table>

- The Pool Hall and pools should meet all requirements in accordance with the relevant Zone Data Sheet.

- Pool water shall be provided in accordance with the Swimming Pool Water Advisory Authority’s guidelines.

- Glare and spectral reflection across the pool shall be avoided at all times for pool Users, Spectators and lifeguards.

- Poolside finishes shall be slip resistant in accordance with health and safety and easily cleaned.

- Any features, e.g. columns and pool covers, shall not restrict the minimum required. The pool surround dimensions must meet Sport England and ASA Guidance.

- A secure pool store shall be provided in accordance with the relevant Swimming Pool Hall Zone Data Sheet to accommodate the equipment.
necessary for the planned programme of activities for the Leisure Facilities and swimming clubs.

- There must be seats available at the poolside for the use of swimmers and swimming clubs in accordance with existing arrangements and with the relevant Zone Data Sheets.

**Viewing Area (Pool Hall)**

2.10 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The spectator area should meet all requirements in accordance with the relevant Zone Data Sheet

- There must be spectator seats in accordance with existing arrangements and with the relevant Viewing Area (Pool Hall) Zone Data Sheet.

**Wet Changing Facilities**

2.11 The Contractor must ensure that wet changing accommodation is provided in accordance with existing arrangements.

2.12 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The changing facilities must meet the requirements set out in the relevant Zone Data Sheet

- A minimum number of cubicles must be provided to accommodate single Users, families, disabled Users and people with specific ethnic requirements in accordance with the relevant Wet Changing Facilities Zone Data Sheet

- Separate male and female group changing facilities for school and club Users shall be provided in accordance with the relevant Zone Data Sheet

- The Zone must have the capacity to accommodate different ratios of males and females through the use of individual double and single unit changing cubicles and group changing facilities

- Single sex changing and shower facilities for use by those customers who require privacy in accordance with cultural need, together with discreet screened access to the pools shall be provided

- Cubicles must prevent the opportunity for any User to look from one cubicle to another

- Cubicles must have at least one coat hook and a seat in accordance with the relevant Zone Data Sheet

- Within the changing area, a minimum number of cubicles must have baby change facilities in accordance with Sport England recommendations and the relevant Zone Data Sheet
PART 1 – FACILITY REQUIREMENTS

- A minimum number of disabled change facilities shall be provided in accordance with Sport England recommendations and the relevant Zone Data Sheet

- Showers are to be positioned within close proximity of the Pool Hall to encourage showering before entering the Pool Hall

- A minimum number of urinals, male and female toilets, disabled toilets and toilets with baby change facilities shall be provided in accordance with the relevant Zone Data Sheet

- A minimum number of quarter, half and full height secure clothes storage lockers shall be provided in accordance with the relevant Zone Data Sheet. Lockers shall be robust and secure across all Leisure Facilities

- Lockers must operate on a coin-return basis at a fee agreed with the Authorised Officer

- Users must have direct access to lockers from all cubicles and where possible these must be located in a separate locker area with CCTV coverage to ensure staff supervision for security purposes

- Sanitary facilities shall be provided and positioned suitably for both swimmers and people having changed, to meet the minimum sanitary appliance provision recommended by BS 6465: Part 1: 1994

- Separate vanity and hair drying facilities shall be provided in accordance with the relevant Zone Data Sheet

- Floors must have a non-slip surface suitable for both bare feet and shoe traffic and standing water should be kept to a minimum

- Specific provision for young persons and for people with disabilities (e.g. height of urinals, toilets and wash basins) must be incorporated

- Ancillary services, (e.g. washing facilities), must have soap, hot and cold water and plugs that work, in accordance with the relevant Zone Data Sheet.

Sports Hall - Multi-use

2.13 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Sports Hall should meet the requirements set out in the relevant Zone Data Sheet

- The Contractor shall comply with the stipulated court and safety margin dimensions and unobstructed clear height requirements stipulated by Sport England Guidance and the relevant national governing bodies for the activities

- Fixtures, fittings and floor markings are required to enable the sports listed in the table above to be played safely and in accordance with health and safety guidelines
• Equipment required to enable the above sports to be played shall be provided in accordance with the relevant Zone Data Sheet

• Glare from natural light must be minimised

• Lockable storage for all sporting equipment shall be provided in accordance with the relevant Zone Data Sheet. The storage should be directly accessible from within the Sports Hall

• Bleacher seating should be provided for competition and event spectating and other special events in accordance with existing arrangements and with the relevant Zone Data Sheet.

**Viewing Area (Sports Hall)**

2.14 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The Viewing Area (Sports Hall) should meet the requirements set out in the relevant Zone Data Sheet

• Fixed and portable seating should be provided in accordance with existing arrangements

**Indoor Athletics Hall**

2.15 The Contractor must ensure that an indoor Athletics Hall is provided to provide an environment that meets the specific indoor athletics training needs of track and field athletes throughout the year.

2.16 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The Athletics Hall should meet the requirements set out in the relevant Zone Data Sheet

• The Contractor shall comply with the stipulated unobstructed clear height and width requirements stipulated by Sport England Guidance and the relevant national governing bodies for the activities taking place.

**Practice Hall**

2.17 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The Practice Hall should meet the requirements set out in the relevant Zone Data Sheet

• The Contractor shall comply with the stipulated court and safety margin dimensions and unobstructed clear height requirements stipulated by Sport England Guidance

• Fixtures, fittings and floor markings are required to enable the sports to be played safely and in accordance with health and safety guidelines
• Equipment required to enable relevant sports to be played shall be provided in accordance with the relevant Zone Data Sheet

• Glare from natural light must be minimised

• Lockable storage for all sporting equipment shall be provided. The storage should be directly accessible from within the Practice Hall.

**Projectile Hall**

2.18 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The Projectile Hall should meet the requirements set out in the relevant Zone Data Sheet

• The Contractor shall comply with the stipulated unobstructed clear height requirements stipulated by Sport England Guidance and the relevant national governing bodies for the events taking place

• Lockable storage for all sporting equipment shall be provided. The storage should be directly accessible from within the Projectile Hall.

**Squash Courts (and Viewing Gallery)**

2.19 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The Squash Courts (and Viewing Gallery) should meet the requirements set out in the relevant Zone Data Sheet

• The Contractor shall comply with the stipulated court and safety margin dimensions and height requirements stipulated by Sport England

• The Zone’s walls shall be free of sharp edges and sharp corners. They should be white or a very light colour, able to withstand impact without sustaining damage and absorb a certain amount of condensation

• Walls should have a smooth finish in order to minimise marking by the ball and rackets and facilitate cleaning

• Walls above the playing surface should also be white or light coloured and of even texture. There should be little change of contrast because players view the ball against both the ‘out of court’ areas and the playing surfaces

• Where provided, glass back walls should be 12 mm thick toughened glass with a central glass door

• In courts with solid back wall there should be a horizontal sounding board to give an audible indication when the ball hits the ball on or above the back wall line

• Glare from natural light must be minimized

• Secure storage or all sporting equipment shall be provided and easily accessible from all squash courts.
**Multi-purpose Zone & Dance Studio**

2.20 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Multi-purpose Zone and Dance Studio should meet the requirements set out in the relevant Zone Data Sheet
- Mirrors shall be provided across one of the longer wall lengths in accordance with BS 7449
- Glare from natural light should be avoided where possible
- The floor shall be designed to be suitable for a wide range of exercise and dance activities and should be smooth, slip-resistant, warm to the touch, splinter-free and resilient
- The Zone’s walls shall be free of sharp edges or sharp corners in accordance with health and safety
- Secure storage shall be accessible from the Zone for foam mats, users’ equipment and video and audio equipment, in accordance with the relevant Zone Data Sheet.

**Fitness Suite**

2.21 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Fitness Suite should meet the requirements set out in the relevant Zone Data Sheet
- A minimum number of high quality cardiovascular and resistance machines shall be provided in accordance with existing arrangements and with the relevant Zone Data Sheet
- The Contractor is required to abide by the conditions contained within Sport England’s Inclusive Fitness Initiative (IFI) agreement which is in place at the relevant Leisure Facility to provide gym equipment and trained staff suitable for use by people with disabilities
- A minimum number of high quality cardiovascular and resistance machines that meet the requirements of providing a total workout for disabled people, shall be provided in accordance with the relevant Zone Data Sheet
- A suitable high quality sound and vision system should be provided in accordance with the relevant Zone Data Sheet
- The noise level within the Fitness Suite shall be maintained at a level that does not generate unreasonable complaints from local residents in accordance with existing legislation and Authority policies relating to noise disturbance
- The Fitness Suite shall include suitable space for health and fitness consultations
• The Fitness Suite shall be registered with the Fitness Industry Association (FIA)
• An area for administration of the fitness room should be provided
• The Contractor must ensure that the layout and access of the fitness suite complies with Health and Safety regulations.

**Health Suite (incorporating Sauna, Steam and Sunbed Rooms)**

2.22 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The Health Suite should meet the requirements set out in the relevant Zone Data Sheet
• The Contractor must at all times comply with the Health & Safety at Work Act 1974, to ensure that any solarium/sunbed equipment made available to a member of the public is safe and without risks to health and to protect employees from risks to their health and safety. The equipment should be made to British Standards BS 3456: Part 202 and should be labelled as such
• The operator must secure membership for the facilities to the Sunbed Association and ensure that all relevant guidelines are followed
• The operator must ensure that appropriate systems are put in place to ensure that customer frequency of usage of sunbeds is limited to safe levels. A warning notice must be prominently displayed at all times, advising Users of the possible risks involved in using the Equipment
• In each of the sunbed rooms, the Contractor is required to clearly display a list of exposure times for various skin types which Users should not be allowed to exceed manufacturer’s recommended maximum exposure times whatever their skin type
• Where sunbeds installed in individual cubicles or rooms are used, the Contractor must ensure that the User is able to summon assistance if required (e.g. a bell or buzzer operated form a push button or pull cord adjacent to the sunbed). Where possible, it is recommended that cubicle doors be fitted with locks, which are capable of being opened by the Contractor from the outside in the event of an emergency.

**Weight Training Area**

2.23 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The Weight Training Area should meet the requirements set out in the relevant Zone Data Sheet
• The Contractor must ensure that the layout and access of the fitness suite complies with Health and Safety regulations.
**Medical/First Aid Room**

2.24 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Medical/First Aid Room should meet the requirements set out in the Zone Data Sheet.
- Event day ambulance parking positions should be provided, preferably near the central first aid facility.

**First Aid Room**

2.25 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The First Aid Room should meet the requirements set out in the relevant Zone Data Sheet.

**Sensory Room**

2.26 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Sensory Room should meet the requirements set out in the relevant Zone Data Sheet.

**Library**

2.27 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Library should meet the requirements set out in the relevant Zone Data Sheet.

**Youth Centre**

2.28 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Youth Centre should meet the requirements set out in the relevant Zone Data Sheet.

**Dry Changing Facilities for non-pool activities**

2.29 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Dry Changing Facilities for non-pool activities should meet the requirements set out in the relevant Zone Data Sheet.
- The Dry Changing Facilities shall have capacity in accordance with existing arrangements.
- Separate male and female group changing facilities for school Users shall be provided in accordance with existing arrangements and with the relevant Zone Data Sheet.
PART 1 – FACILITY REQUIREMENTS

• The Zone must have the capacity to accommodate different ratios of males and females through the use of individual double and single unit changing cubicles and group changing facilities

• Changing cubicles must be provided to accommodate single Users, disabled Users and families who require privacy in accordance with existing arrangements and with the relevant Zone Data Sheet

• Disabled change facilities shall be provided in accordance with existing arrangements and with the relevant Zone Data Sheet

• Toilet and shower facilities shall be provided in accordance with the relevant Zone Data Sheet

• Sanitary facilities shall be provided and positioned suitably to meet the minimum sanitary appliance provision recommended by BS 6465: Part 1: 1994

• Provision for young persons and people with disabilities (e.g. height of urinals, toilets and wash basins) must be incorporated

• Quarter, half and full height secure clothes storage lockers shall be provided for the dry changing facilities and located to allow supervision by staff for security purposes, in accordance with existing arrangements and with the relevant Zone Data Sheet.

Toilets (Outside of Changing Facilities)

2.30 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

• The toilet facilities should meet the requirements set out in the relevant Toilets Zone Data Sheet

• Urinals, male and female toilets shall be provided in accordance with the relevant Zone Data Sheet

• Disabled toilets and baby change facilities shall be provided in accordance with the relevant Zone Data Sheet

• Ancillary facilities, (e.g. washing facilities), must have soap, hot and cold water and plugs that work in accordance with the relevant Zone Data Sheet

• Provision for young persons and for people with disabilities (e.g. height of urinals, toilets and wash basins) must be incorporated

• Sanitary facilities shall be provided and positioned suitably to meet the minimum sanitary appliance provision recommended by BS 6465: Part 1: 1994.

Crèche

2.31 A crèche should be provided that has a safe and stimulating environment for the care of children whose parents will be using the facilities in the relevant Leisure Facility.
2.32 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Crèche should meet the requirements set out in the relevant Zone Data Sheet
- The crèche shall be designed in accordance with standards required by the Child Protection Act and other relevant legislation including the relevant Social Services Department and/or OFSTED requirements
- The Contractor will be required to provide washing/clean-up, sanitary and baby change facilities, in accordance with the relevant Zone Data Sheet
- Toilet facilities shall be provided within the crèche in accordance with the relevant Zone Data Sheet.

**Soft Play Area**

2.33 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Soft Play Area should meet the requirements set out in the relevant Zone Data Sheet
- The Soft Play Area shall be designed in accordance with standards required by the Child Protection Act and other relevant legislative requirements.

**Function and Meeting Room(s)**

2.34 The Contractor must ensure that the following standards are required to be met to ensure that the Zone is available:

- The Function and Meeting Rooms should meet the requirements set out in the relevant Zone Data Sheet
- The Zone must be capable of accommodating numbers in accordance with existing arrangements
- The Zone must be able to provide smaller spaces for group work or smaller meetings in accordance with existing arrangements.

**Community Halls**

2.35 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Community Halls should meet the requirements set out in the relevant Zone Data Sheet
- The Zone must be capable of accommodating numbers in accordance with existing arrangements
- The Zone must be able to provide smaller spaces for group work or smaller meetings in accordance with existing arrangements.
Computer Suite

2.36 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Computer Suite should meet the requirements set out in the relevant Zone Data Sheet
- The Zone must be capable of accommodating numbers in accordance with existing arrangements.

Staff Room & Staff Changing Facilities

2.37 Accommodation will be required for staff to change and rest breaks. There should be toilet facilities and male and female shower facilities. Kitchen facilities, comfortable seating and a small eating area shall be provided. There should be lockers for all personnel on duty at each of the Leisure Facilities.

2.38 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Staff Room & Changing Facilities should meet the requirements set out in the relevant Zone Data Sheet.

Staff Offices

2.39 The offices shall have quick access to all public areas, including the reception area.

2.40 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Staff Offices should meet the requirements set out in the relevant Zone Data Sheet
- The Staff Offices must be linked to the poolside panic alarm and other safety systems
- The Staff Offices should have desks, chairs and cabinets for members of staff to undertake their work in accordance with the relevant Zone Data Sheet.

Police Office

2.41 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Police Office should meet the requirements set out in the relevant Zone Data Sheet.
- Power points and telephone points should be provided in accordance with existing arrangements
- The Police Office should have desks, chairs and cabinets for members of staff to undertake their work.
Grass Football Pitch

2.42 The grass football pitch/infield grassed area within the athletics track must be provided on an ongoing basis for both football and athletics use.

2.43 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The grass pitch shall meet, as a minimum, current dimensions and if possible the size requirements of Sport England and the relevant Governing Bodies for the sports to be conducted on the pitch and shall meet the requirements set out in the relevant Zone Data Sheet
- The pitch should be maintained in accordance with the relevant Zone Data Sheet
- All the Equipment required must be provided in accordance with the relevant Zone Data Sheet.

Athletics Track

2.44 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Athletics Track should meet the requirements set out in the Zone Data Sheet
- Floodlights should be provided in accordance with existing arrangements and the relevant Track Zone Data Sheet.

Grandstand & Outdoor Changing Facilities

2.45 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Outdoor Changing Facilities should meet the requirements set out in the relevant Zone Data Sheet
- The changing facilities shall have a capacity in accordance with existing arrangements, plus a designated room for Officials
- Toilet and shower facilities shall be provided in accordance with existing arrangements and with the higher legislative requirements and Sport England guidelines
- Showers for male and female customers who require privacy shall be provided in accordance with existing arrangements and with the relevant Zone Data Sheet. Sanitary facilities shall be provided and positioned suitably
- Male and female toilets shall be provided in accordance with existing arrangements and with the Zone Data Sheet
- Provision for young persons and people with disabilities (e.g. height of urinals, toilets and wash basins) must be incorporated
- Ancillary facilities (e.g. washing facilities) must have soap and plugs that work, in accordance with the Zone Data Sheet.
- Secure storage for all sporting equipment shall be provided and be directly accessible from the outdoor sports facilities, in accordance with the Zone Data Sheet.

**Support Accommodation – Public Areas**

2.46 Support accommodation shall be required to maintain the function of the Leisure Facilities. This will include all public areas including lifts, first aid room and circulation corridors in connection with the various facilities provided throughout the building.

2.47 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Support Accommodation should meet the requirements set out in the relevant Zone Data Sheet.

**Support Accommodation – Non Public Areas**

2.48 Non-public support accommodation shall be required to maintain the function of the Leisure Facilities. This will include all non-public areas including plant rooms, workshop/maintenance area, storage provision, stores and cleaners cupboards throughout the Leisure Facilities. Access to storage and cleaning cupboards shall be restricted to staff only.

2.49 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The Non-Public Support Accommodation should meet the requirements set out in the relevant Non-Public Support Accommodation Zone Data Sheet.

**Bar, Catering and Vending Facilities**

2.50 There shall be bar, catering and vending facilities in accordance with existing arrangements.

2.51 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The bar, catering and vending facilities should meet the requirements set out in the relevant Zone Data Sheet
- Seating must be provided in the bar and catering areas in accordance with existing arrangements
- As a minimum, vending provision shall be provided across all Leisure Facilities.

**Car Parking, Access and Other External Areas**

2.52 The Contractor must ensure that the following standards are met to ensure that the Zone is available:

- The car parks shall be operated in a correct and safe way at all times
• Use of the car parks will be limited to Users of the Facilities during the periods that such Users are using the Facility. The exceptions to this rule are that free vehicular access and parking will be provided to the Authorised Officer and identified delegates and staff of the Authority’s Sports Development Unit to enable them to discharge their duties.

• Illegally parked or dumped cars shall be dealt with and disposed of ensuring that statutory notices/requirements are fulfilled. The procedures adopted will be entirely at the Contractor’s liability and cost.

• All line markings, road and information signs and notices must be clearly legible at all times.

• The Car Parking and Other External Areas should meet the requirements set out in the relevant Zone Data Sheet.

• The different parking areas should be clearly defined with signage.

• A minimum number of car parking permits for all employed members of staff shall to be provided in accordance with existing arrangements and with the relevant Zone Data Sheet.

• A minimum number of car parking spaces shall be provided in accordance with existing arrangements and with the relevant Zone Data Sheet.

• A minimum number of disabled parking facilities must be provided near to the entrance of the Leisure Facilities in accordance with existing arrangements and with the relevant Zone Data Sheet.

• A minimum number of parent and baby spaces must be provided near to the entrance of the Leisure Facilities in accordance with existing arrangements and with the relevant Zone Data Sheet.

• The Contractor shall provide for the servicing needs of the Leisure Facilities and there shall be clearly defined delivery routes and separation of vehicles from pedestrians.

• The car parks at the Leisure Facilities should not encompass charging facilities without written prior consent from the Authority.

• Cycle racks are to be provided to meet the requirements set out in the relevant Zone Data Sheet.
Part 2 - Service Requirements

Introduction

3.1 The Service Requirements set out the performance standards required by the Authority in the delivery of the Services and the ongoing operation of the Leisure Facilities during the Contract Period.

3.2 The Contractor must comply with all applicable operational, constructional and statutory standards, the methodologies identified within this section and all subsequent versions, and with all relevant bye-laws, regulations and professional and trade guidance.

3.3 There are four elements to the Service Requirements:

- General Requirements
- Availability Requirements
- Monthly Performance Requirements
- Annual Performance Requirements

3.4 The sections that follow set out the Service Requirements in respect of these four elements.

General Requirements

3.5 There are two elements to the Service Requirements:

- Pricing
- Maintenance of Buildings, Plant and Equipment

Pricing

3.6 The Authority wishes to provide significant freedom to the Contractor to set prices for activities and facilities provided by the Contractor.

3.7 The Authority will set the Maximum Charges for the activities and facilities for the first year of the Agreement only. These Maximum Charges are provided in Appendix B.

3.8 From the second Contract Year onwards, the Contractor is free to set prices for all activities and facilities subject to the implementation of a new pricing policy in line with the Authority’s objectives.

3.9 In this respect, any new pricing policy implemented in the Leisure Facilities needs to be underpinned by clearly defined principles that define what is trying to be achieved and to provide a yardstick against which success can be measured. Accordingly, any new pricing policy should:

- contribute to the achievement of key objectives identified in the Authority’s Sport & Physical Activity Strategy
- contribute to the policy aims of increasing participation in sport and physical activity; widening access; and improving health and well-being (for example,
by tackling rising levels of obesity and by helping to reduce health inequalities)

- effectively target subsidy based primarily on an individual’s ability to pay and not on a general geographical area

- minimise price as a barrier to participation

- be consistent across all of the Leisure Facilities

- be simple and easy for users to understand

- generally be positively received by users and partners with little controversy generated

- contribute to the collection of the data required in order to manage and monitor performance in an effective way and to contribute to the information required as part of the new and emerging Comprehensive Performance Assessment process.

3.10 Therefore, from the second Contract Year onwards, the Contractor is free to set prices for all activities and facilities with the exception of the following specific conditions:

- The Authority will set the Maximum Core Charges (Year 2 onwards) for the activities and facilities. These Maximum Core Charges are provided in Appendix J.

- All individual Users must have a choice of either paying for each visit or purchasing a monthly package

- For both pay-and-play and monthly package prices, there must be a three tier pricing structure, as follows:

  - Status 1: Standard Adult Price
  - Status 2: Concessionary Price by Status (includes pensioners, disabled, students, children)
  - Status 3: Concessionary Price by Ability to Pay (includes those who are resident within the Borough and are financially disadvantaged)

- Status 2 prices must offer a discount of at least 25% on the Status 1 price

- Status 3 prices must offer a discount of at least 50% on the Status 1 price

- For both pay-and-play and monthly package prices, there must be a single price that applies at all times

- There must be no joining fee for monthly packages

- For both pay-and-play and monthly package prices, prices for the same activity must be the same at each of the Leisure Facilities
For group bookings, the Contractor must offer discounts based on the extent to which club and sporting organisations are contributing to corporate objectives. There must be a three tier pricing structure as follows:

- Commercial - applicable to organisations using facilities for commercial gain. Organisations would be charged at a commercial hire rate.

- Leisure - applicable to organisations who are either unable, or choose not to contribute to meeting the Authority’s corporate objectives. Organisations would be charged a rate that reflects the break-even cost of operating the facility.

- Partnership - applicable to organisations that can demonstrate that they are committed to making a positive contribution to the Authority’s corporate objectives. Partnership organisations would be able to access a variety of discounts ranging from 5% to a maximum of 50% off the break-even cost of operating the facility in question. The level of discount would be directly related to the extent to which the organisation contributes to the corporate vision.

3.11 The Contractor must provide proposals of pricing policies for the specified facilities annually to the Authority no later than three months prior to the Commencement Date and to each subsequent anniversary for agreement by both parties, prior to implementation the following Contract Year.

3.12 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Pricing as part of the Performance Monitoring Report.

**Maintenance of Buildings, Plant and Equipment**

3.13 The Contractor must undertake specific responsibilities in order to ensure that the Leisure Facilities and all Equipment are fully available for use, conform to Legislation and statutory requirements, perform in the most efficient manner and achieve full economic life.

3.14 The Contractor and Authority will share responsibilities in respect of the maintenance of buildings, plant and equipment in accordance with the Maintenance Responsibility Schedule provided in Appendix C.

3.15 Through its Property Care section, the Council has developed partnering arrangements with servicing contractors who will undertake the comprehensive servicing of all fixed electrical and mechanical plant, equipment and lifts in all the Centres. Servicing, inspection and testing will be undertaken at statutory, regulatory and recommended frequency to plant and equipment.

3.16 The plant and equipment covered by these servicing arrangements are listed below. A schedule of frequency of visits is set out in Appendix C. The Contractor will be required to facilitate access to all plant and equipment to be serviced by the Council and at the start of every financial year, will be required to agree the annual programme for service visits for the year with the Council and its partnering servicing contractors.

3.17 Plant and equipment includes:
PART 2 – SERVICE REQUIREMENTS

Mechanical:

• Ventilation Systems (inc kitchen cleaning)
• Local extractors and ventilators
• Air conditioning units
• Fixed fans
• Gas boilers (domestic)
• Gas boilers (commercial)
• Gas Fires (back boilers serviced)
• Gas Wall Heaters
• Gas Water Heaters
• Gas Kiln
• Gas Ovens
• Catering Equipment
• Fume Cupboards
• Convector Heaters
• Oil fired boilers
• Pressurisation Units
• Mixing Valves
• Shower, Toilet Cistern and Water Feature Disinfection
• Sewerage Pumps
• Fire Extinguishers and Hoses
• Dry Risers
• Halon Fire Suppression Systems
• Smoke Dampers
• Sprinkler Systems
• Swimming Pool Plant
• Motorised Shutters
• Rising kerbs and carpark barriers
PART 2 – SERVICE REQUIREMENTS

Electrical:

- Electrical Inspections
- Testing and inspection of all Distribution Boards and Circuits
- Fire Alarms and Emergency Lighting
- Security Alarms
- CCTV
- Lightening Protection
- Hearing Loops
- Motors to Electrically Operated Shutters
- Automatic Doors
- Portable Appliance Testing
- White boards

Lifts:

- Passenger Lifts
- Disabled Lifts
- Through floor lifts
- Hoists
- Dumb Waiters
- Document Hoists

3.18 The Council’s servicing partners will identify any faults and repairs arising from inspection, testing and servicing.

3.18 The Contractor (Operator) will be responsible for the rectification of any faults and repairs arising from inspection, testing and servicing.

3.19 The Contractor will also be responsible for undertaking all responsive repairs arising from breakdowns, vandalism, wear and tear to the including mechanical and electrical plant and equipment.

3.20 The Council’s servicing partners are fully equipped to undertake all the repairs arising from breakdowns, testing, servicing and inspections. The Contractor (Operator) will be required to directly commission these works from the Council’s maintenance partners. Details of the Council’s partnering arrangements are available for inspection by request.
3.21 The Contractor (Operator) is responsible for all other types of planned maintenance required to the building that are not listed above. Typically these include works required to the building fabric, interiors and external drainage systems, paths, walkways, footpaths, car parks and the like.

3.22 The Contractor must ensure that on a continuing basis the maintenance and operating procedures are sufficient to ensure that:

- the Leisure Facilities are available at those times specified in this Services Specification, subject to the agreed Planned Preventative Maintenance Programme
- the Leisure Facilities are kept in good structural and decorative order (subject to fair wear and tear)
- the assets are maintained to their design intention so that they may reach their full working life
- the Leisure Facilities are continued to be maintained in a manner, which prevents deterioration of any part there of (with due regard to expected operational life of each element.)
- the Leisure Facilities are handed back to the Authority at the Expiry Date in an appropriate condition complying.

3.23 The Contractor must ensure that maintenance procedures are undertaken to ensure that facilities:

- comply with all applicable statutory requirements and Laws
- are in a safe, secure, wind protected and watertight condition
- are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the facility as a whole, and
- are maintained in a manner which prevents deterioration save fair wear and tear of any part thereof.

3.24 The Contractor must ensure that:

- all maintenance repairs use materials that are comparable and compatible with existing materials used on the Leisure Facilities
- all maintenance activity should be recorded on the Property Database
- all work must be carried out in accordance with appropriate British Standards and Codes of Practice
- non-compliant doors (including fire doors) are identified and entered onto the Property Database
- all external and internal fittings are maintained in working condition and of unblemished appearance taking into account wear and tear
• all signage must be usable, clear and instructive and free from graffiti at all times and comply with health and safety guidelines and the DDA
• all heating appliances to have safe surface temperatures
• all heating/cooling and domestic water services treatment plant and chemicals (including chemical supply) to be maintained and all appliances to have safe surface temperatures
• all chemical treatment plant (including chemical supply) and associated equipment inclusive of but not limited to the control system, injection points and delivery lines, monitoring cells, chemical storage vessels
• maintenance relating to Drainage shall be in accordance with the HVCA Standard Maintenance specification Volume 4 Ancillaries Plumbing and Sewerage
• waste or effluent shall not spill or overflow from bins and that waste containers will be emptied as often as is necessary to remain in a hygiene and tidy condition at all times.
• arrangements are made for the storage and regular removal of any effluent, waste or refuse from the Leisure Facilities
• at no time is waste disposed of by incinerating or burning
• inspection and maintenance processes shall ensure there is no unreasonable interruption to drainage services
• all portable electrical appliances are tested at a suitable frequency to ensure compliance with the Electricity at Work Regulations
• electrical installations are maintained to a safe and operable standard in accordance with BS 7671:2001 ‘Requirements for electrical installations. IEE regulations Sixteenth edition’ and obtain an appropriate Electrical Certificate. This obligation extents to any subsequent alterations and Modifications of the electrical installations
• all lighting fittings, internal and external, inclusive of but not limited to control gear, fixings, diffusers, lamps, batteries and automatic control systems
• emergency lighting shall be subject to monthly testing and annual certification in compliance with the applicable regulations
• the fire detection and alarm system are functional and operational during opening hours of the Facility and emergency call points tested
• all telephone systems and equipment, whether leased, rented or owned shall be fully operational at all times throughout the Leisure Facilities
• the PA System is regularly tested to ensure that it works throughout all Zones within the buildings, corridors, etc
• all plant rooms results are monitored and recorded daily as a check against flooding, system leaks or breakdowns
• the Intruder Detection System and the control unit and remote keypad is regularly tested to activate and deactivate the system to ensure that it works throughout all zones within the building

• there is compliance with all statutory obligations and accord with Good Industry Practice in the day to day maintenance and lifecycle management/placement of furniture and Equipment for all Leisure Facility needs

• the pitches and outdoor hard courts are kept free of weeds, moss or extraneous growth, at a reasonable length for playing and free of foreign matter such as stoves, brick and glass

• all products used in connection with grounds maintenance are used and stored in accordance with the manufacturers instructions

• surface water drainage in all external areas is correctly implemented and gulleys kept clear at all times of blockages

• surface water drainage systems are kept clear of silt and matter (biological or litter etc) that may cause reduction of flow capacity or blockage

• fatty wastes are properly intercepted and appropriate arrangements made for disposal

• all wastewater is properly disposed of and that no action of the contractor causes any pollution

• all sanitary towels arising from non-domestic premises are classed as clinical waste and shall be disposed of appropriately

• all products used in connection with grounds maintenance must be used and stored in accordance with the manufacturers’ instructions

• fall arrest systems to be inspected and certificated annually in accordance with the relevant British Standard.

3.25 The Contractor must report all inspections, maintenance, checks etc for the purpose of a building audit over the Contract Period. This information will be stored on the Property Database.

3.26 The Contractor must, on an annual basis, produce a comprehensive Maintenance Plan for each of the Facilities.

3.27 The Annual Maintenance Programme must be submitted for approval to the Authority three months prior to the Contract Commencement Date and to each subsequent anniversary of the Contract Commencement Date.

3.28 The Contractor must provide a Maintenance Programme Progress Update on a monthly basis detailing how the programme is progressing.

3.29 The Contractor must submit details of any failures to follow the Programme or achieve the required performance standards as part of the Performance Monitoring Report.
Availability Requirements

3.30 The following issues are covered under the Availability Requirements:

- Opening Hours
- Activity Programming
- Booking Systems
- Health and Safety Management
- Equipment
- Information Technology
- Access
- Legislation
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating
- Lighting
- Pool Water Quality
- CCTV and Security
- Staffing
- Licences

Opening Hours

3.31 The Contractor must ensure that the Leisure Facilities are available for public use as a minimum during the Minimum Opening Hours specified in Appendix D of this Service Specification for every day of the year except Christmas Day and Boxing Day and any other date required by the Authority for elections (and related democratic purposes) and any other specific events for which the Authority’s prior written permission has been obtained.

3.32 The Contractor must ensure that the Entrance Area and Reception Zone is open and manned at all times that the relevant Leisure Facility is open.

3.33 The Authority, in advance of any changes being implemented, must agree any variations to these Minimum Opening Hours. Following approval of any changes to the Minimum Opening Hours, the Contractor must ensure that relevant information notices are displayed in prominent places around the Centre providing a minimum of 14 days advance notification to the public. The Contractor must ensure that all relevant publicity material is amended accordingly.
3.34 The Contractor must provide proposals of minimum opening hours for the specified facilities annually to the Authority no later than three months prior to the Commencement Date and to each subsequent anniversary for agreement by both parties, prior to implementation the following Contract Year.

3.35 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Opening Hours as part of the Performance Monitoring Report.

Planned Closures

3.36 The Contractor may be required to close all or part of the facilities in the lease for maintenance and/or redecoration works undertaken either by themselves or by the Authority. Any such closures shall be agreed in writing with the Authorised Officer at least six weeks in advance.

3.37 Individual facilities in the Leisure Facilities may be closed for maintenance for a period not exceeding 14 days per year.

3.38 The Authority will not reimburse the operator for any loss of income arising from closure of a Leisure Facility or non-availability of facilities for a period not exceeding 14 days in any calendar year as a result of works of repair, maintenance and improvement.

3.39 Where a Leisure Facility is closed or any facility made unavailable for a period exceeding 14 days as a result of works of repair carried out by the Authority, the Authority shall consider the amount of any loss of income (if any) suffered during the said works. It will be the responsibility of the Contractor to take appropriate action to minimise losses to itself and the Authority during any such closure.

3.40 For the purposes of such negotiations the parties shall agree to base the value of such losses upon the net income arising from the same Leisure Facility or Zone for the similar period in the previous year. Such a sum shall, if appropriate be adjusted to take account of the general increase or reduction in net income for the Leisure Facility since the Commencement Date.

3.41 In assessing net income, account shall be taken of any savings made by the operator as a result of the closure of the Leisure Facility or non-availability of the Zone. Any perceived benefit of increases in net income accruing to the Contractor as a result of works leading to general improvement of the facility will also be taken into consideration.

3.42 The Contractor must ensure that any planned closures are advertised for a period of at least one month prior to the closure date. Notices must indicate the reason for closure and the re-opening date and recommend alternative use at another Leisure Facility. The Contractor must work with the groups affected to ensure that they are relocated to an alternative venue where possible.

Unplanned Closures

3.43 The Contractor must ensure that immediate notice is given to customers of any temporary unplanned closures and notices must be displayed explaining the reason for the closure and the anticipated time and date of re-opening.

3.44 The Contractor must ensure that the Authorised Officer is notified immediately in writing and faxed with details of any unplanned closures.
3.45 The Civil Contingencies Act 2004 and the supporting Regulations establish a clear set of roles and responsibilities for emergency preparation and response at the local level within the wider context of a Government-led civil protection partnership framework. The Authority is subject to the full set of civil protection duties, including business continuity management. The Authority’s Integrated Emergency Management Strategy joins up its existing and recent civil protection developments, thereby ensuring that the Authority continues to meet its statutory responsibilities.

3.46 The Contractor is required to play an active role in the Authority’s Emergency Plan and shall make available any facilities for use as a Rest Care Centre or similar, or parts thereof, free of charge, for use in the event of an emergency or major disaster. Any costs incurred or loss of income will be agreed with the Authorised Officer.

3.47 In the event of the Contractor having to close any part of a Leisure Facility because of emergency conditions, the Authorised Officer shall be notified immediately.

Closure for Authority Requirements

3.48 The Contractor shall be required to make available free of charge by the Authority the Leisure Facilities for local, National or European election purposes and for any other democratic function subject to one months notice as may from time to time be required.

3.49 All other lettings are made subject to the condition that they may be cancelled if accommodation is required any such purposes. The Contractor must ensure that this is clearly highlighted in the Conditions of Hire.

Activity Programming

3.50 The Authority requires specified activities to be conducted during agreed time parameters to ensure that certain members of the community are able to participate in the Leisure Facilities.

3.51 For the first six months of the Contract, the Contractor will fully and completely adhere to the programmes operating at the commencement of the Contract. Details of these existing programmes are provided in Appendix H.

3.52 The Contractor must ensure that there is as high a proportion of casual use of the facilities as possible consistent with a balanced programme of use by the public, clubs, schools, special needs groups, and instructed development courses.

3.53 The Contractor must ensure that greater use by groups who have been traditionally under-represented, such as young people, people who are financially disadvantaged, people with disabilities, older people and minority ethnic groups is encouraged.

3.54 The Contractor must provide the activities and sessions to meet the needs of specific Users in accordance with the agreed activity programme. The programmes of activities should be dynamic, innovative and responsive to the requirements of Users. The programmes should consider the various types of User and use to ensure that it is balanced.

3.55 The Authority requires that certain existing activities and sessions are protected in future programmes. The specific activities and programmes that must be provided as a minimum, if required by the User, are set out in Appendix E of this Service Specification. These can only be changed either at the request of the Contractor with the prior written agreement of the Authority. The programme of club use conforms
with the Authority’s policy on access to the Facility. Applications to vary such times will be considered by the Authorised Officer on their merits but are unlikely to be successful unless supported by the club.

3.56 The Contractor must not accept bookings from such clubs, societies or organisations whom the Authority do not consider to promote or enhance the Authority’s image.

3.57 The Contractor must provide programme space for school and educational use and must offer priority booking allocation to education establishments located within the Borough.

3.58 The Contractor must operate a comprehensive themed programme of events during each school holiday period for children and young people between the ages of 3 - 16 years. This balanced programme will be designed to develop skills, improve participation and encourage enjoyment in a range of leisure activities and should combine one-off taster sessions with courses offering more formal, longer term instruction.

3.59 The Contractor will agree proposed Programmes of Use with the Authority three months prior to the Commencement Date.

3.60 The Contractor must submit proposed Programmes of Use for the main activity areas on an annual basis to the Authority at least three months prior to the start of each Contract Year. Any changes to the agreed programmes shall only be achieved through mutual written agreement. Such proposals will contain full details of all events, activities, sessions and programmes together with projections of attendance, income and all staffing and other associated costs.

3.61 The Contractor must ensure that the Programmes of Use recognise the value of sports development within a balanced Leisure Facility programme to include appropriate provision of coached sessions/links between centres and clubs, links to the Leisure Facilities and to the Authority’s own sports development plan. The specific requirements of the Authority’s own sports development plan are set out in Appendix F of the Service Specification.

3.62 The Contractor must ensure that the programmes across the Leisure Facilities complement each other and provide an appropriate balance of activities throughout the Borough.

3.63 The Contractor must review the effectiveness of the activity programmes on a regular basis, but in any event as a minimum every 12 months using market information.

3.64 The Contractor and the Authority will work together to ensure that the activity programme reflects the changing needs of the Users. The programmes should evolve with changing needs and aspirations of Users and the Contractor must therefore work to identify new opportunities and discuss these with the Authority.

3.65 Zones within the Leisure Facilities may be used by the Contractor to provide a varied and balanced programme of non-sporting Events providing that the propose activity is not of a sensitive nature, is not an activity which might damage the facilities, its fixtures or equipment or detract from the image of the Authority. The Authority reserves the right to cancel any such proposed event and will accept no responsibility for any loss incurred as a consequence of such a cancellation. In all cases, the Contractor is advised to seek prior written approval for each type of non-sporting Event booking.
3.66 The Contractor is required to take bookings for the use of facilities and services for up to twelve months beyond the Contract Expiry Date but any fees collected for such bookings must be remitted to the Authority upon the Contract Expiry Date.

3.67 At the commencement of the Agreement there will also be a number of pre-booked events, functions and other hire arrangements. The Authority requires that the dates and details of these are honoured by the Contractor and specifically requires that terms and conditions prevailing at the time of booking are honoured.

3.68 The Contractor may accept bookings for special events of a sporting or non-sporting nature up to a maximum of 1 per month at each Leisure Facility and shall ensure that at least 1 month's notice is given to regular Users who may be cancelled or affected as a result of the event taking place.

3.69 The Contractor must not accept any booking that may cause offence and/or embarrassment to customers.

3.70 The Contractor must Programme of Use Progress Updates to the Authority on a monthly basis.

3.71 The Contractor must maintain a record concerning actual use of all of the facilities and activities and will submit details of the outcome of programming reviews, activity usage, and of any failure to provide any of the specified performance standards, activities or sessions as part of the Performance Monitoring Report.

**Booking Systems**

3.72 The Contractor must ensure that there is in place a clear and easily understood booking system and service for all relevant activities at the Leisure Facilities. This booking system will incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, customer information, effective administration systems, and operational information systems to record and effectively deliver all bookings.

3.73 The Contractor must ensure that the system for bookings can be made in person, by phone, in writing and online in accordance with changing Government targets and Authority objectives.

3.74 At the commencement of the Contract, there will be a number of pre-booked events, functions and other hire arrangements. The Authority requires that the dates and details of these are honoured by the Contractor and specifically requires that terms and conditions prevailing at the time of booking are honoured.

**Club and Special Event Bookings**

3.75 The Contractor must ensure that any requests for bookings by new clubs, societies or organisations are submitted to the Authorised Officer for approval. Such applications must demonstrate a benefit to the community by meeting set criteria to be agreed between the operator and the Authorised Officer.

3.76 The Contractor must actively promote the Sport England Clubmark/Swim 21 initiatives to all clubs that wish to hire the facilities and offer a package to incentivize clubs to achieve this standard of operation (including discount on hire fees).

3.77 The Contractor must ensure that exclusive block bookings for any club or society are not for longer than six months.
3.78 The Contractor must issue at the time of booking and apply Conditions of Hire, to all clubs, societies or organisations.

3.79 The Contractor must operate suitable electronic comprehensive and effective cash collection and booking administrative services.

3.80 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Booking Systems as part of the Performance Monitoring Report.

**Health and Safety Management**

3.81 The Contractor must comply with all relevant Health and Safety Legislation and shall produce, maintain and comply with a Health and Safety Procedures Manual. The Contractor must ensure that this shall be available for inspection by the Authority’s Authorised Officer or other authorised persons at any time.

3.82 The Contractor must comply with all relevant Health and Safety Legislation as set out in the relevant Zone Data Sheets and, without prejudice to the generality of the foregoing, shall operate the facilities in line with the recommendations in the most recent edition of the HSE publication “Management of Health and Safety in Swimming Pools”.

3.83 The Contractor will be responsible for carrying out annual risk assessments for the Leisure Facilities, which will be included in the Health and Safety Manual. The Contractor must ensure that risk assessments are also carried out and revised if there is:

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

3.84 The Contractor must ensure that all staff, agents or suppliers who may be required to enter the Leisure Facilities are fully aware of all relevant rules and procedures concerning Health and Safety at Work and fire risk and precautions.

3.85 The Contractor must ensure that all surface water and other liquid spillage within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and signed appropriately.

3.86 The Contractor must ensure that the First Aid equipment and supplies are physically checked weekly and a record shall be made which is available for inspection by the Authority. The Contractor must ensure that defibrillators are provided and maintained to this same standard of rigour.

3.87 The Contractor must ensure that there is a minimum of one Trained First Aider on site at each of the Leisure Facilities at any time.

3.88 The Contractor must ensure that a member of staff at each of the Leisure Facilities is identified as the Health and Safety Manager/Co-ordinator and receives full training to a level recognised by the Health and Safety Executive as appropriate for the responsibility.
3.89 The Contractor must ensure that a record of all training undertaken by staff with respect to Health and Safety is made and formal Health and Safety training is included in the new staff induction programme.

3.90 The Contractor must ensure that all signs relating to exits and fire exits are to the standards required by Health and Safety requirements and of Fire and Licensing Officers in respect both of general operation and special and entertainment events. The Contractor must ensure that any damaged Health and Safety notices are repaired within 24 hours and actions taken in the interim period to ensure staff are fully aware and take the necessary action to prevent any type of incident.

3.91 The Contractor should minimise any possible infectious diseases with respect to:
- Air conditioning and ventilation systems
- Swimming pool water
- Showers, toilets and hot water systems
- Pest control

3.92 The Contractor must ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. The Contractor must ensure that full records are kept of all relevant training.

3.93 The Contractor is responsible for the production of a written statement of General Policies in accordance with the provisions of the Health and Safety at Work Act 1974.

3.94 The Contractor must ensure that all employees receive a personal copy of this document 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 Contractor will issue all employees with a written list of all relevant documents together with a note of where these documents are kept within seven days of their start of employment.

3.95 The Contractor must ensure that sufficient qualified employees are provided to be present at all operating times to ensure the safety of employees, Users and Contractors.

3.96 The Authority retains the absolute right to instruct the Contractor to close any facility, immediately, in the interest of public safety.

3.97 The Contractor must ensure that all defects to plant and Equipment affecting the health and safety of employees, Users and the Contractor are notified to the Authorised Officer within one working day, together with any action taken to repair, withdraw from use or replace the plant or Equipment.

3.98 The Contractor must permit access at all times during the opening hours to all areas of any facility within the Leisure Facilities by the Authorised Officer, Licensing Officer or Fire Officer or officer of the Health and Safety Executive who have responsibility for matters concerned with health and safety for the purpose of inspecting plant and Equipment.

3.99 The Contractor must set out the levels, types and quantities of protective clothing and equipment to be provided for each building.
3.100 The Contractor must at all times ensure compliance with maximum occupation levels for each facility within the sports and Leisure Facilities as stipulated in the Fire Certificate and/or Public Entertainments Licence.

3.101 The Contractor must control public throughput of the Leisure Facilities to a level which does not jeopardise the safety of users, reducing hygiene standards or compromise the provision of a quality service.

3.102 The Contractor must submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and must inform the Authorised Officer in writing of any subsequent alterations necessary because of changes in legislation, changes in the facility or improvements to the procedures.

3.103 In any case of snow and ice, the Contractor will be required to clear and sand the immediate entrance and public path leading to the Leisure Facilities in accordance with their foul weather policy.

3.104 The Contractor must ensure that hazardous materials or Equipment at the Leisure Facilities, which are to be used in the provision of the Services, are kept under proper control and safekeeping are properly and clearly labelled on their containers and comply with the relevant COSHH regulations.

3.105 The Contractor must ensure that comprehensive records are maintained of all accidents, evacuations and incidents occurring at the premises in accordance with RIDDOR (Reportable Incident Death or Dangerous Occurrence Report).

3.106 The Contractor must ensure that full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) are in place. The Contractor is responsible for ensuring each Leisure Facility’s fire and evacuation systems and equipment as part of the EAPs are maintained to relevant standards and regulations and appropriate records kept.

3.107 The Contractor is responsible for ensuring compliance with the conditions of the Fire and Electrical Certificates.

3.108 The Contractor must ensure that only authorised Personnel are permitted in non-public areas of the Leisure Facilities.

3.109 The Contractor must 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 Leisure Facility site. A copy of this record shall be supplied to the Authority.

3.110 The Contractor must comply with all relevant sections of The Food Safety (General Food Hygiene) Regulations 1995, or as amended, and any regulations made thereunder, and other such legislation and approved guidance applicable to the Services. All members of the Contractor’s staff working in catering areas must have attended a basic Food Hygiene Course.

3.111 The Contractor must provide a summary of all accidents and incidents occurring at the facilities as part of the monthly Major Accidents and Incidents.

3.112 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Health and Safety Management as part of the Performance Monitoring Report.
**Equipment**

3.113 The Contractor must provide the level of Equipment and materials required for the carrying out of the Services and is responsible for that Equipment and materials in the delivery of services.

3.114 The Contractor must ensure that all Equipment provided is fit for the purpose, safe and maintained to a safe standard of repair and cleanliness at all times in accordance with the manufacturers’ recommendations and be able to meet the programming requirements of the Leisure Facilities.

3.115 The Contractor is required to agree and sign off the Equipment Inventory set out in Appendix G with the Authority within [one] month following the Commencement Date to confirm that the available Equipment is sufficient to enable the contract to deliver the services set out in this Service Specification.

3.116 The Contractor is required to ensure that the Equipment Inventory is updated on a regular basis to reflect any replaced Equipment and identify any new or written off equipment. A revised Equipment Inventory is to be provided to the Authority on an annual basis.

3.117 The Contractor must ensure that the Equipment and materials comply with the relevant National Governing Body, British and European Standards and is limited to the use it was designed for, as specified within the manufacturer’s or supplier’s guideline and/or operating manuals.

3.118 The Contractor must ensure that all portable electrical appliances are tested at a suitable frequency to ensure compliance with the Electricity at Work Regulations and must maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection.

3.119 The Contractor must ensure that all Equipment to be used by the public is regularly inspected for safety and appropriate records kept. The sports Equipment should receive an annual inspection and service from a recognised supplier.

3.120 The Contractor must provide the level of Equipment in accordance with the relevant Zone Data Sheet.

3.121 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Equipment as part of the Performance Monitoring Report.

**Information Technology**

3.122 The Contractor must ensure that appropriate IT hardware and software is provided in order to support the delivery of the Service Requirements.

3.123 The Contractor must ensure that the computer system provided meets with the following requirements:

- The system must hold and maintain the following sets of information
  - Database of registered users (including registered user personal details, photo, subscription payment information and service usage information)
  - Occasional user service usage information
  - Service description information
- Database of service information (including service pricing and service availability)

- The system must be on-line during all Leisure Facility opening hours

- The system must provide details of individual service usage by day showing the differential usage between registered users and occasional users

- The system must show details of income received by day for each service at each Leisure Facility

- The system must show details on a monthly basis of the numbers of registered and occasional users and the services that they are using

- The system must cater for the use of “smart” cards to identify registered service users

- The system must be available through the following channels:

<table>
<thead>
<tr>
<th>CHANNEL</th>
<th>INFORMATION</th>
<th>BOOKING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Face to face – at the Leisure Facility</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Face to face – one-stop shops</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Postal</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Fax</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Internet</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Intranet</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>E-mail</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Kiosk</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>Telephone – to each Leisure Facility</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Telephone – through corporate information centre</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

- The system must provide the Authority with the ability to handle service bookings and service payments online.

- The system must incorporate the supply and installation of a terminal at the Authority’s offices that will have read only live access to a level of performance information in accordance with the Contractor’s Other Reporting responsibilities as set out in this Service Specification

- The system must link payments and receipts to the Authority’s Agresso financial system

- The system must provide the Authority with the ability to plot its registered users against the Local Land and Property Gazetteer and the National Land and Property Gazetteer

- The system must establish a link with the Authority’s CRM computer system

- The system must allow the Authority to make use of future advances in technology and links to other Council services as may be needed (e.g. Smart cards, SMS services).
3.124 The Contractor must ensure that the system and the relevant communication links have a reasonable degree of resilience. The Contractor must maintain a back-up manual system to be available when the computer system fails. This system must ensure that no payments or service usage statistics are lost during the period of unavailability of the computer system.

3.125 The Contractor must ensure that at all times during the Contract Period adequate disaster recovery arrangements are in place for the event of the partial or total failure of the Contractor’s computer system and which shall enable the Contractor to continue without interruption to comply with the obligations set out in this Service Specification.

**Access**

3.126 The Contractor must ensure that the Leisure Facilities, and all Zones within, are accessible to all Users.

3.127 The Contractor must ensure that the Leisure Facilities and all Zones within are open and free from any obstruction or physical destruction or deterioration (save for fair wear and tear) from the standards to be achieved as set out in the relevant Zone Data Sheets so that the Zone is reasonably capable of performing its function and allows access with appropriate control, entrance to and exit from the Zone.

3.128 The Contractor is responsible for the control of car parking at all times and must effectively manage car park flow, access and safety, especially when any special events take place.

3.129 The Contractor must ensure that all signage within the Leisure Facilities is clear and instructive and complies with health and safety guidelines and any relevant legislation.

3.130 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Access as part of the Performance Monitoring Report.

**Legislation**

3.131 The Contractor must ensure that the Leisure Facilities comply with all relevant legislation relating to the Sites and the provision of Services within this Specification.

3.132 The Contractor must ensure that all employees and supervisory staff have a working knowledge of the Acts, Regulations and guidelines relating to best practice in managing sport and leisure facilities.

3.133 The Contractor must ensure that a copy of all the Acts, Regulations and guidelines (or an appropriate abbreviation Acts containing all relevant clauses and sections) is available for inspection at all times by the Authorised Officer.

3.134 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Legislation as part of the Performance Monitoring Report.

**Water (Hot and Cold Installations)**

3.135 The Contractor must ensure the supply of hot and cold water to those areas requiring water for domestic usage, also ensuring that where such water is required for drinking purposes that it is from a potable source.

3.136 The Contractor must ensure that the following specific standards are met:
• the storage and distribution of water within the facilities shall be provided in accordance with all building codes and BS guidance with particular reference to BS6700: 1987 “Specification for the design, installation, testing and maintenance of services supplying water for domestic use within buildings and their cartilages”

• compliance with CIBSE Technical Memoranda TM 13: 1991 “Minimising the risk of Legionnaires’ Disease”

• compliance with the Health and Safety Commission Approved Code of Practise and Guidance L8: “The control of legionella bacteria in water systems 2000”

3.137 The Contractor must ensure that hot and cold water is provided in accordance with the relevant Zone Data Sheets.

3.138 The Contractor must ensure that, where Domestic Hot Water (DHW) is supplied without thermostatic control, all taps are appropriately labelled.

3.139 The Contractor must ensure that all water closets, drinking fountains and urinals shall have a supply of cold water, which allows these services to be usable in accordance with the manufacturers’ specification.

3.140 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Water as part of the Performance Monitoring Report.

**Drainage**

3.141 The Contractor must ensure that the drainage systems provide safe effective removal of wastewater, surface water and liquid waste from the Leisure Facilities in compliance with relevant legislation.

3.142 The Contractor must ensure compliance with any requirements in building regulations for foul and surface water drainage.

3.143 The Contractor must ensure that all relevant Zones have adequate drainage and sewage systems operating in accordance with the relevant Zone Data Sheets.

3.144 The Contractor must ensure that discharge temperatures do not exceed recommendations set by the Environment Agency.

3.145 The Contractor must undertake appropriate visual inspections.

3.146 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Drainage as part of the Performance Monitoring Report and must ensure that all non-compliant measurements are entered into the Property Database.

**Ventilation**

3.147 The Contractor must ensure that the ventilation within the Leisure Facilities provides a healthy and suitable environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out at that particular time.

3.148 The Contractor must achieve appropriate ventilation rates to meet the requirements set out in the relevant Zone Data Sheets. Ventilation rates shall be calculated according to CIBSE and BRE guidance.
3.149 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Ventilation as part of the Performance Monitoring Report and must ensure that all non-compliant measurements are entered into the Property Database.

Heating

3.150 The Contractor must provide a thermal environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out in a Zone at a particular time.

3.151 The Contractor must ensure compliance with the following documents:

- 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.

3.152 The Contractor must ensure that the inside temperature for each Zone, during opening hours, is in compliance with the relevant Zone Data Sheets.

3.153 The Contractor must undertake appropriate measures and checks of the relevant inside temperatures. The Contractor must measure the inside temperature at a height of one metre in the centre of the space.

3.154 The Contractor must ensure that the instruments used for the measurement of temperature are checked annually against UKAS certified references of appropriate accuracy. The Contractor must ensure that measurement accuracy is better than 0.7°C for 95% of measurements over the temperature range of 15 to 25°C, and better than 1.0°C for measurements outside that range.

3.155 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Heating as part of the Performance Monitoring Report.

Lighting

3.156 The Contractor must ensure that adequate levels of lighting are provided for the particular activity being undertaken within each Zone.

3.157 The Contractor must consider switching off lighting banks parallel to windows, and adopting energy management control systems such as time switches, dimmable controls, and presence detectors.

3.158 The Contractor must ensure that each Zone has a lighting (lux) level appropriate to its specified use in accordance with the relevant Zone Data Sheets.

3.159 The Contractor must ensure that the following standards are met:

- Lighting shall be required in respect of minimum luminescence, colour rendition and glare index as specified in the Zone Data Sheets
- Colour rendition, where required, shall be no less than 80 and the glare index shall be in accordance with CIBSE recommended guidelines
PART 2 – SERVICE REQUIREMENTS

- Building Regulations part L.
- BS8206 Part 2 Code of Practice for Day lighting
- LG4CIBSE Lighting Guide – Sports
- CIBSE Code for Interior lighting 1994
- Sport England Handbooks 1 – 3
- BS 5266-1:1999 Emergency lighting. Code of practice for the emergency lighting of premises other than cinemas and certain other specified premises used for entertainment.

3.160 The Contractor must ensure that external lighting is provided for security purposes.

3.161 The Contractor must ensure that the number of non-operating lights or tubes does not exceed 90% of the total in any particular Zone.

3.162 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Lighting as part of the Performance Monitoring Report and must ensure that all non-compliant measurements are entered into the Property Database.

Pool Water Quality

3.163 The Contractor must ensure that the Swimming Pools provide Users with a safe and comforting environment in which to participate in both swimming and water sports as required in this Specification.

3.164 The Contractor must ensure that the following specific standards are complied with:

- The Handbook of Sports and Recreational Building Design Volume 3 published as at 1996 and The Pool Water Guide; Treatment and Quality of Swimming Pool Water
- ISRM Swimming Pool Treatment and Quality Standards
- Pool Water Treatment Advisory Group – Swimming Pool Water Treatment and Quality Standards.

3.165 The Contractor must ensure that all pool water is of the level of quality and temperature stipulated within the relevant Zone Data Sheets.

3.166 The Contractor must ensure that the pool water is maintained in a ‘balanced’ condition. The Contractor must ensure that a balanced water test is taken weekly, duly recorded and action taken to ensure that the pool water is ‘in balance’, corrosion is eliminated, precipitants do not form and the water is safe for pleasant bathing conditions.

3.167 The Contractor must ensure that the pool water is tested for pH and free Chlorine levels in accordance with the Swimming Pool Hall Data Sheet at least every four hours, with the initial test each day being undertaken before the pools are brought into use. The Contractor must ensure that complete records are kept of all readings, date, time and type of test. The Contractor must ensure that these records are available for inspection by the Authorised Officer at any time.
3.168 The Contractor must ensure that the filters are backwashed as recommended in the plant maintenance instructions to ensure that the water quality is maintained at the required standard.

3.169 The Contractor must ensure compliance with pool water dilation rates of 30 litres per bather per day.

3.170 The Contractor must not change the chemicals used to maintain the above standards without the prior approval in writing of the Authorised Officer.

3.171 The Contractor must ensure that monthly bacteriological tests are undertaken.

3.172 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Pool Water Quality as part of the Performance Monitoring Report and must ensure that all non-compliant measurements are entered into the Property Database.

**CCTV and Security**

3.173 The Contractor must ensure that the Leisure Facilities are secure and are served by a security 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.


3.175 The Contractor shall at all times be responsible for the total security of the Leisure Facilities which shall include land, buildings, structures and amenities, as shown on the Site Plan, together with plant rooms, machinery, equipment, fixtures, fittings and furnishings, and any item of stock.

3.176 The Contractor where appropriate shall utilise the security systems installed or provided at the Leisure Facilities and shall be fully responsible for its proper maintenance and function. In the event of any alarms or security devices or radios being removed or becoming non-operational or non-maintainable, the Contractor shall replace the same with a suitable alternative or security device to the reasonable satisfaction of the Authority’s Authorised Officer.

3.177 The Contractor must ensure that fully operational external and internal CCTV security cameras are provided within the Leisure Facilities in accordance with the relevant Zone Data Sheets.

3.178 The Contractor 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 Authorised Officer must be obtained.

3.179 The Contractor shall be responsible for the safe keeping of any keys to the Leisure Facilities. The Contractor must supply a list of key holders, together with their addresses and telephone numbers, to the Authority and the Police before the Commencement Date. The Contractor must ensure that the list is updated as and when required.

3.180 The Contractor must ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery.
3.181 The Contractor must ensure that fully operational zoned intruder detection systems are provided within the Leisure Facilities in accordance with the relevant Zone Data Sheets.

3.182 The Contractor must submit details of any failure to meet the Availability Requirements in respect of CCTV and Security as part of the Performance Monitoring Report and must ensure that all non-compliant measurements are entered into the Property Database.

**Staffing**

3.183 The Contractor must ensure that each Leisure Facility has sufficient and suitably qualified staff to provide the services required by this Services Specification and to be compliant with all relevant legislation.

3.184 The Contractor must ensure that all staff employed to deliver coached activities and courses are qualified to the appropriate level according to the Governing Body for the sport/activity.

3.185 The Contractor must ensure that the following specific standards are met:

- compliance with the guide “Managing Safety in Swimming Pools” dated 1999 and the subsequent Local Authority Circular supplement note dated 2005
- compliance with Governing Body requirements
- compliance with the relevant requirements of the local OFSTED registration requirements, the local authority Social Services Department
- compliance with the staff qualification standards for any other specific activity as outlined in the Contractor’s Method Statements.

3.186 The Contractor must provide staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Specification in a safe and efficient manner.

3.187 The Contractor must ensure that appropriately qualified persons or sub-consultant companies carry out all maintenance works.

3.188 The Contractor must ensure that reception desks are appropriately staffed at all time the Leisure Facilities are open to the public. The Contractor must ensure that reception staffing levels and access control procedures at times of peak demand are such that customers are able to gain access without unreasonable delay.

3.189 The Contractor must ensure that appropriate staffing levels are available in each Zone in accordance with the relevant Zone Data Sheets.

3.190 In respect of all persons employed or seeking employment, the Contractor must ensure compliance with the provisions of all employment legislation including Equal Opportunities, the EU Working Time Directive and the National Minimum Wage.

3.191 The Contractor shall be entirely responsible for the employment and Conditions of Service of the employees and shall implement a scheme for the continued assessment and development of staff.

3.192 The Contractor must appoint an overall Contract Manager to be its authorised representative. The Contract Manager shall consult with the Authority’s Authorised
Officer as often as may reasonably be necessary for the efficient provision of the services and attend meetings on regular basis.

3.193 The Contractor must ensure that the appointed Contract Manager is wholly and exclusively employed in respect of the Contractor’s responsibilities under this Specification.

3.194 The Contractor must employ sufficient qualified and experienced staff to ensure a high standard or service and customer care at all times.

3.195 The Contractor must ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and more advanced courses) to achieve qualifications.

3.196 The Contractor must submit details of any failure to meet the Availability Requirements in respect of Staffing as part of the Performance Monitoring Report.

Licences

3.197 The Contractor must ensure that all licences and certificates required for the operation of the Facilities are maintained throughout the duration of the Contract in accordance with the relevant statutes and locally approved conditions, and at no additional charge to the Contract. This will include statutory signage and necessary equipment and relates to any future updates to legislation/regulations.

3.198 The Contractor must ensure that, prior to applying for any licences, the Contractor obtains approval for the application from the Authority by notifying the Authorised Officer, in writing, in advance of its submission to the relevant licensing authority. The Authority will have the right to refuse permission for such applications.

3.199 The Contractor must ensure that all licences held in connection with the Facilities will, whenever possible, be held by at least two co-licensees, one of whom will be the Contract Manager. The Contractor will ensure that suitably fit persons are appointed as licensees and will notify the Authorised Officer of details of Licensees and copies of Licences held.

3.200 The Contractor must ensure that the required licences will remain in force throughout the duration of the Contract and ensure the completion of all transfer documents prior to the end of the Contract Period if required.

3.201 The Contractor must notify the Authorised Officer without delay of any proceedings which may lead to the forfeiture of the licence, or of objections being made to the renewal of the licence.

3.202 The Authority reserves the right for its Authorised Officer to act as co-licensee for all licences held.

3.203 At the commencement of the Contract, the Contractor will be required to pay the Authority the apportioned costs associated with such licences carried over into the Contract.

3.204 At the end of the Contract, the Contractor will be required to assign such licences either to the Authority or to an incoming contractor as directed by the Authorised Officer. The Authority will repay to the Contractor at the end of the Contract Period an apportionment of the costs of obtaining the licences based on the outstanding period of validity remaining for each licence.
Monthly Performance Requirements

3.205 There are five elements to the Monthly Performance Requirements:

- Cleaning
- Customer Care
- Sports Development
- Marketing
- Reporting

Cleaning

3.206 The Contractor must ensure that the cleaning of the Leisure Facilities is undertaken in such a way as to maintain 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 Leisure Facilities at all times.

3.207 The Contractor must ensure that the Leisure Facilities are “visibly clean” at all times.

3.208 For clarification, for these purposes, the service requirements are as follows:

- to keep the entrance to the Leisure Facilities safe, tidy and clean
- to clean glazing inside and outside to maintain its transparency and appearance
- to keep toilets odour free, sanitary and clean for use
- to keep all other sanitary equipment and other sinks and fittings in a clean, hygienic condition for use
- hard and soft floors (including stairs and landings) to be kept clean, tidy and safe
- to ensure that there are no areas of standing water within the Changing Facilities
- to maintain the appearance of hard and soft floors (including stairs and landings)
- to provide continuous consumable supplies when the Leisure Facilities are in use
- to keep all other surfaces clean, including all painted surfaces, walls, ceilings, vertical tiled surfaces and doors
- to 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
• to perform emergency cleaning
• to remove graffiti
• to ensure that outdoor areas and car parks are litter free.

3.209 The Contractor must provide a cleaning service in accordance with the agreed Cleaning Schedule, which must be approved by the Authority with such approval not to be unreasonably withheld or delayed. A Cleaning Method Statement must be provided to the Authority prior to the Commencement Date.

3.210 The Contractor must ensure that the Cleaning Schedule incorporates the following minimum standards in respect of routine cleaning:

• interior floors and mat wells by entrances must be kept reasonably free of litter, loose dirt, debris, scuffmarks, spillages, grease, chewing gum and other soiling

• the inside and outside of all exterior doors and glazing (including all window sills, metal fitments and associated fittings) in windows must be kept reasonably free of loose dust, dirt, smears, finger-marks and other marks (including graffiti) or deposits. External brickwork, infill panels, furniture and the like must be kept free of graffiti

• all urinals, splash plates, WC pans and pedestals, including tops and undersides of WC seats and lids, associated piping and surrounding edges must be disinfected and free of ingrained and loose dust, dirt, grease, smears, finger marks and other marks (including graffiti), deposits, stains or accumulations. All surfaces must be dried to enhance appearance and to reduce risk of bacterial load

• all items must be disinfected and visibly free of ingrained and loose dust, dirt, grease, smears, finger marks and any other marks (including graffiti), deposits, stains or accumulations. All surfaces must be dried to enhance appearance and to reduce the risk of bacterial load

• all floors, skirting, treads, risers, mats must be kept reasonably free of litter, loose dirt, debris, standing water, spillages, grease and any other soiling

• floors must be periodically treated so that they are kept reasonably free of ingrained dirt, stains, marks and smears

• all other furniture, surfaces, walls blinds, curtains, light fittings and diffusers must be reasonably clean and free from all dust, loose, particulate and impregnated dirt, foreign matter, smears, stains and scuff marks

• toilet rolls, towels, sanitary towels, bar and liquid soap etc. must be replenished to meet daily needs

• bins and other waste receptacles must be emptied when full and relined with a new bin liner. The exterior of all bins and waste receptacles should be reasonably free of dust, dirt, smears, finger marks and any other marks (including graffiti) or deposits

• the external areas should be reasonably free from litter and foreign matter (such as stones, brick and glass)
• litter or rubbish must be contained securely, taken to the centres designated refuse collection points, and stored hygienically and tidily for removal by others. Wet waste and, for instance, lamp replacements must be immediately taken to a safe storage area. Other specialist waste should be disposed of in a safe manner, including chemicals, biological waste, metal cut-offs, filings and swarf, wood chippings and sawdust

• wet waste shall be disposed of appropriately

• all internal and external surfaces and signage within the Leisure Facilities must be kept free of graffiti, including furniture and fittings and equipment and all external areas.

3.211 The Contractor must ensure that the Cleaning Schedule incorporates an appropriate approach in respect of reactive cleaning.

3.212 The Contractor must produce monthly cleaning reports on the frequency and completion of routine and any reactive cleaning tasks. The Contractor must ensure that a summary of the cleaning report is included within the monthly Performance Monitoring Report.

Customer Care

3.213 The Contractor must, at all time, have in place and implement a customer care policy that fully reflects the Authority’s requirements in respect of customer care.

3.214 The key principles of the Authority’s customer care requirements are as follows:

• a customer care policy exists and is implemented
• staff in all areas respond positively to enquiries
• staff are generally helpful and pleasant
• staff at all levels are empowered to resolve customer complaints
• procedures are in place for dealing with difficult customer requests
• a clear customer charter is displayed
• customer information is readily available.

3.215 The Contractor must operate and administer a comprehensive and effective customer comments and feedback system, to encourage feedback and record verbal and written comments. The system should be operated in accordance with the Contractor’s Customer Care Method Statement.

3.216 The Authority considers that customer feedback is an important part of contract management. The Contractor must plan and implement objective, properly controlled and well promoted customer comments and complaints systems, customer and resident forums, customer research and market research.

3.217 As a minimum the Contractor must, at each individual Facility:

• undertake customer satisfaction surveys on a quarterly basis. The format and size of such surveys must be agreed in advance with Authorised Officer and a
PART 2 – SERVICE REQUIREMENTS

full copy and analysis of all results submitted within one month of the survey's completion

- undertake customer profile surveys on a minimum of a quarterly basis. The format of such surveys must be agreed in advance with the Authorised Officer and a full copy and analysis of all results submitted within one month of the survey's completion

- organise customer and resident forums four times a year at each centre. These are to be used either as an open forum or to discuss particular issues. A summary of key discussion points will be presented within one month of each forum

- ensure that all comments and complaints are recorded and submitted by the Contractor and an analysis provided to the Authorised Officer on a monthly basis indicating the nature of the comment or complaint, when and how it was dealt with at that time and the subsequent action taken

- four times per year organise and manage mystery customer visits to both indoor and outdoor facilities or sites to assess levels of customer satisfaction.

3.218 The Contractor may be requested to support the Authority with additional consultation from time to time, which should be agreed.

3.219 The Contractor must ensure that staff in all areas respond positively to enquiries and are empowered to resolve customer complaints.

3.220 The Contractor must ensure a smart appearance by all staff at all times, with clothing of staff being appropriate to their function.

3.221 The Contractor must ensure that customer care training is provided as part of all new staff inductions. The Contractor must ensure that all staff undertake an annual service excellence training program. The Contractor must ensure that the training is constantly refreshed and revitalised to encompass industry best practice.

3.222 The Contractor must formally display in public areas results from self-monitoring and Authority monitoring visits, liaison groups, customer comments, and complaints, reports, surveys and customer care activities.

3.223 The Contractor must keep notice and display boards updated at all times.

3.224 The Contractor must provide at all times information to the public on the availability of courses, activities and events conducted by the Contractor and the Authority.

3.225 The Contractor must ensure that any out-of-order Equipment will be clearly labelled accordingly and information provided as to the estimated timescale for repair and, if relevant, reopening.

3.226 The Contractor must formally display in public areas appropriate environmental and service information, including pool water temperatures, for the benefit of customers.

3.227 The Contractor will be expected to work in close co-operation with the Authority, with local groups and with other relevant organisations in order to attract grant aid. The identification of appropriate grant aid sources and of potential developments that will benefit the customers of any of the Facilities is an important function that the Contractor will be expected to fulfil.
3.228 The Contractor must obtain the written permission of the Authorised Officer before proceeding with any grant aid applications.

3.229 The Contractor must operate a reasonable and effective system for dealing with lost and found property.

3.230 The Contractor must carry out a detailed customer survey at the end of the first Service Year.

3.231 The Contractor must provide an appropriate customer comment and complaint system at each Facility. The Contractor must ensure that the customer comment and complaint system is:

- agreed by the Authorised Officer in advance
- known and understood by all members of the Contractor’s staff
- adequately displayed within the Facility for the public to be aware of its existence
- comprehensive enough to ensure that
  - a written record or register of all comments and complaints is kept whether made by a customer in person, in writing, by e-mail or over the phone
  - all customer contact details are recorded
  - each comment or complaint is acknowledged within three working days from the date of receipt
  - a formal response is provided to the complainant within 10 working days
  - a record is kept of the subsequent action that was taken; and analysed on a minimum of a monthly basis with a summarised copy of all complaints and compliments per Facility supplied to the Authorised Officer.

3.232 Any complaint that cannot be dealt with to the satisfaction of the complainant shall be referred to the Authorised Officer within 5 working days. The Contractor will comply with any reasonable request from the Authorised Officer to facilitate an investigation into a complaint. The Contractor will abide by any reasonable request of the Authorised Officer to deal with a complaint.

3.233 In the event of an enquiry by the Ombudsman, the Contractor will be required to comply fully with the requirement of any investigation.

3.234 The Contractor will produce in partnership with the Authority a Customer Promise which will be signed and prominently displayed in each Facility. The Promise will give a succinct summary of the Contractor/Authority’s commitment to high standards of customer service.

3.235 The Contractor must provide monthly reports detailing all complaints and must ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above are included within the Performance Monitoring Report.
3.236 The Contractor must submit an annual report detailing the outcomes of the customer feedback system.

**Sports Development**

3.237 The Contractor must, on an annual basis, prepare, implement and review a Sports Development Plan, in consultation with the Authority’s Supervising Officer.

3.238 The Contractor must ensure that the Sports Development Plan is agreed with the Authority at least three months prior to the Commencement Date and then at least three months prior to the commencement of each subsequent Contract Year.

3.239 The Contractor must ensure that the Sports Development Plan closely reflects the Authority’s own sports development plan and takes account of the needs of the Borough to include appropriate provision of coached sessions/ links between centres and clubs, links to schools and partnerships with appropriate organisations.

3.240 The Authority considers sports development to be an important tool in achieving greater usage in under-represented groups. In particular, sports development work focuses on encouraging individuals and groups who may be disadvantaged in some way to take part in sports.

3.241 The Contractor must ensure that the Sports Development Plan demonstrates effective and sustainable improvements on issues such as improving health and tackling health inequalities, increasing community safety, raising attainment and promoting social inclusion. This will involve working in partnership with various local and regional organisations to identify issues and agree priorities.

3.242 The Contractor must ensure that the Sports Development Plan sets out in detail how programmes will support the achievement of the participation targets for young people.

3.243 The Contractor must ensure that the Sports Development Plan identifies how the Contractor intends to work with the Authority’s Sports Development Team within the Leisure Facilities ensuring maximum impact and avoiding duplication of effort.

3.244 The Contractor must ensure that the Sports Development Plan includes the following elements as a minimum:

- programmes for basic skills development (especially for the young)
- promoting participation
- improving performance
- developing excellence
- playing new, not necessarily mainstream, sports
- receiving/giving coaching
- taking part in competitions

3.245 The Contractor must ensure that the activity programmes included within the Sports Development Plan incorporate the following requirements:
- The activity programmes must meet the aims and objectives of both the Leisure Facilities and the Leisure Services and accommodate future changes providing that such changes are supported by a variation in the Agreement

- The activity programmes must be dynamic, innovative and responsive to the requirements of the customers and potential customers

- The activity programmes must ensure that all members of the community may use the facilities

- The activity programmes must have a proactive approach to addressing the needs of under-represented groups, such as young people, people who are financially disadvantaged, people with disabilities, older people, health referrals, minority ethnic groups and people who are inactive shall be encouraged

- The activity programmes must also reflect appropriate local, regional and national sports authorities’ policies and programmes such as Sport England’s start, stay, succeed framework with clear pathways identified for participants to progress and develop skills

- The activity programmes must incorporate a clear philosophy on sports development and equity informed by current guidance from appropriate sports organisations including Sports Governing Bodies, Sport England and the English Federation for Disability Sport.

3.246 The Contractor must produce and implement an Athletics Development Plan agreed with the Authorised Officer on an ongoing basis and report progress at the Sutton Arena Consultative Committee.

3.247 The Contractor must ensure that an assessment of how the Sports Development Plan is progressing will be undertaken on a quarterly basis and that a quarterly Sports Development Report is provided to the Authority within the first week following each three monthly anniversary of the Commencement Date.

3.248 The Contractor must ensure that a Sports Development Progress Update is provided to the Authority on a monthly basis.

3.249 The Contractor must maintain a log of all instances where the programme was not met or failures to deliver the Performance Standards as part of the Performance Monitoring Report.

**Marketing**

3.250 The Contractor must develop, maintain and improve the standards and the quality of the presentation of the services in order that all available and potential resources are used effectively.

3.251 The Contractor must, on an annual basis, prepare, implement and review a Marketing Plan, in consultation with the Authority’s Supervising Officer.

3.252 The Contractor must ensure that the Marketing Plan is agreed with the Authority at least three months prior to the Commencement Data and then at least three months prior to the commencement of each subsequent Contract Year.
3.253 The Contractor must develop the Marketing Plan for the Leisure Facilities and its services to ensure that Users and potential Users are made aware through a wide range of promotional channels of the range of leisure services being offered and are encouraged to use and re-use the services.

3.254 The Contractor must ensure that the Marketing Plan includes the following elements as a minimum:

- recognition of the Authority’s aims, policies and procedures
- a complete “situation analysis” which shall include the following criteria:
  - customer (current and potential)
  - market potential
  - market share
  - competitive activity
  - product analysis
  - pricing policy
  - promotion analysis
- clearly stated marketing strategies to achieve measurable objectives in a given time period, taking into account specific areas of the specification.

3.255 The Contractor must ensure that the Authority’s name and logo appears on external signage, signage in reception areas and all promotional mediums including web-sites and published material including stationary relating to the Leisure Facilities. The Contractor will use the wording “working in partnership with the London Borough of Sutton” in relation to the Leisure Facilities. Any costs relating to changes to the Authority’s name and logo will be considered and agreed at the time.

3.256 The Contractor must ensure that at all times the Leisure Facilities are open to Users there is always printed information available on the opening hours of the facilities, services, activities and prices. The Contractor must ensure that such information on display and in publication or advertisement is up to date, accurate and attractively presented.

3.257 The Contractor shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or causes embarrassment to the Authority is used. The Authority retains the right to veto any advertising or promotional material, which is likely to breach this condition, and will be required to remove such material immediately. The Authority accepts no responsibility for any loss incurred as a consequence of the removal of such material.

3.258 The Contractor must, at all times, adhere to all standards laid down by the Advertising Standards Authority and Trading Standards Board.

3.259 The Contractor may be allowed to sell a limited amount of advertising space inside the Leisure Facilities (e.g. poster advertising, advertising boards on the outdoor pitches). However, only high quality framed poster advertising will be allowed internally and the Contractor must obtain the Authority’s prior written approval on the specific sites and the type of advertising in advance of any contract being negotiated.
3.260 The Contractor is encouraged to seek sponsorship for specified events, activities and operations, subject to formal permission in writing being received from the Authorised Officer. Such permission must be obtained in advance of the completion of negotiations with potential sponsors. The Authorised Officer will not permit any form of sponsorship from organisations associated with the promotion of tobacco products or alcohol.

3.261 The Authority reserves the right to benefit from any sponsorship agreements whether in cash or kind.

3.262 The gross proceeds of all sponsorship shall be identified separately in the management information submitted to the Authorised Officer by the Contractor.

3.263 The Contractor shall not enter into any commitment with sponsors which extends beyond the Contract Period.

3.264 In the case of sub-user sponsorship e.g. an organisation hiring the Facilities from the Contractor for the purpose of staging competitions or exhibitions etc, which are funded in part or in total by sponsorship, the Contractor shall obtain formal permission, in writing, from the Authorised Officer in advance of the completion of negotiations with the hiring organisation and its sponsors.

3.265 The Contractor must ensure that the Authority is given, free of charge, appropriate notice boards and display space within the Facility as determined by the Authorised Officer to promote other aspects of the Authority’s work. The Contractor will be expected to participate in and encourage joint marketing initiatives both with the Authority and other organisations as and when appropriate.

3.266 The Contractor shall ensure that sufficient space is provided to enable public notices to be displayed within the Facility and to promote a range of other leisure opportunities provided within the Authority.

3.267 The Contractor will maintain in position all existing notice boards and any additional notice or signage boards that may be erected prior or subsequent to the commencement of the Contract.

3.268 The Authority retains the right to erect and approve all notice boards and reserves the right to remove all notice boards and signage.

3.269 The Contractor must ensure that a Marketing Update is provided to the Authority on a monthly basis.

3.270 The Contractor must maintain a log of all instances where the Marketing Plan was not implemented or failures to deliver the Performance Standards as part of the Performance Monitoring Report.

**Reporting**

3.271 There are two elements within the reporting performance requirements:

- Major Incident Reporting
PART 2 – SERVICE REQUIREMENTS

- Other Reporting

Major Incident Reporting

3.272 The Contractor must ensure that the Authority is made aware of all major incidents occurring at the Leisure Facilities. The Contractor must ensure that all major incidents at the Leisure Facilities are reported to the Authority’s Authorised Officer by telephone at the earliest opportunity, followed by a full report by email or fax within 24 hours of the incident.

3.273 A “major incident” includes major accidents or incidents such as fatalities, severe injury, assault on customers, theft of property, problems relating to security including vandalism, major damage to plant or Equipment, major plant failure, industrial action, closure or any other issue likely to be of interest or concern to the Authority and Users.

3.274 The Contractor must establish and implement a clear procedure for dealing with major incidents. This procedure must, as a minimum, incorporate the following elements:

- Reassuring the public
- Ensuring that the Authority are fully briefed on the incident
- Ensuring that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
- Minimising the likelihood of a repeat incident
- Enabling the Authority to respond competently to enquiries.

3.275 The Contractor must maintain an up to date record of all major incidents, accidents and actions taken and must ensure that this record is made available for inspection.

3.276 The Contractor must provide a summary of all accidents and incidents occurring at the Leisure Facility as part of the monthly Major Accidents and Incidents Report.

3.277 The Contractor must ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above are included as part of the monthly Performance Monitoring Report.

Other Reporting

3.278 The Contractor must establish and implement a system by which service delivery is consistently monitored and reviewed.

3.279 The Contractor must ensure that the following plans/programmes are submitted to the Authority in electronic and hard copy and in a format agreed by the Authority by the specified date or a date to be agreed in writing between Authority and the Contractor:

<table>
<thead>
<tr>
<th>REPORT TITLE</th>
<th>FREQUENCY</th>
<th>SUBMISSION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sports Development Plan Progress Update</td>
<td>Monthly</td>
<td>Within 10 business days following each monthly anniversary of the Commencement Date</td>
</tr>
<tr>
<td>Maintenance Programme Update</td>
<td>Monthly</td>
<td></td>
</tr>
</tbody>
</table>
3.280 Without prejudice to any other reporting requirements specified within this Agreement, the Contractor must submit the following reports to the Authority by the specified date or a date to be agreed in writing between the Authority and the Contractor:

<table>
<thead>
<tr>
<th>REPORT TITLE</th>
<th>FREQUENCY</th>
<th>SUBMISSION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lightning Report</td>
<td>Annual</td>
<td>Within the first month following each anniversary of the Commencement Data</td>
</tr>
<tr>
<td>Fire Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Complaints and Feedback Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major Accidents and Incidents Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Profile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing Plan Progress Report</td>
<td>Monthly</td>
<td>Within 10 business days following each monthly anniversary of the Commencement Date</td>
</tr>
<tr>
<td>Programme Update</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cleaning Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Membership and Utilisation Data Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operational Income and Expenditure Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Monitoring Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sports Development Progress Report</td>
<td>Quarterly</td>
<td>Within 10 business days following each three-month anniversary</td>
</tr>
</tbody>
</table>

3.281 The Contractor must ensure that the monthly Performance Monitoring Report collates details of any failures to maintain the Performance Standards as set out in this Service Specification.

3.282 The Contractor must also provide the Authority with reasonable access to any information required, from time to time, in the light of the Authority’s responsibilities in respect of Comprehensive Performance Assessments.
Annual Performance Requirements

3.283 There are two elements to the Annual Performance Requirements:

- Quality Management
- Participation Targets

Quality Management

3.284 The Contractor is responsible for the quality management of the delivery of the Leisure Facilities.

3.285 The Contractor must continually seek to identify and develop new ideas to improve customer satisfaction and to continue to ensure a quality leisure experience for the Users of the Leisure Facilities.

3.286 The Contractor must create, develop and implement a comprehensive and effective quality management system, comprising all appropriate policies and working procedures for all activities associated with the management of the delivery of the Authority Requirements and Service Requirements.

3.287 The Contractor must specifically achieve and then maintain Quest Accreditation (with a score of at least 70%) within 12 months following the Commencement Date and then maintain Quest accreditation (with a score of at least 70%) throughout the remaining Contract Period for each Leisure Facility.

3.288 The Contractor must, on an annual basis, produce and implement a comprehensive Quality Plan.

3.289 The Contractor must ensure that the Quality Plan includes the following elements as a minimum:

- audit, review and updating of the quality management system
- approach to continued Quest accreditation
- consideration of additional quality accreditation schemes to complement Quest
- calculation and review of extensive performance indicators regarding the Leisure Facilities
- appropriate benchmarking processes
- appropriate liaison with the Authority in respect of Comprehensive Performance Assessments and “Towards an Excellent Service”.

3.290 The Contractor must submit details of any failure to meet the Service Requirements in respect of Quality Management as part of the Performance Monitoring Report.

Participation Targets

3.291 The Authority is keen to increase the participation of certain groups within the Leisure Facilities. The Contractor must commit to encouraging participation by these groups.
3.292 The Authority and the Contractor will agree participation targets on an annual basis and these will be set in line with the demographics of the local community at that time and will be profiled as set out in the table below:

<table>
<thead>
<tr>
<th>GROUP</th>
<th>PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General throughput</td>
<td>Resident / non-resident</td>
</tr>
<tr>
<td>Registered users</td>
<td>Male / female</td>
</tr>
<tr>
<td></td>
<td>Age group</td>
</tr>
<tr>
<td></td>
<td>Ethnic group</td>
</tr>
<tr>
<td></td>
<td>Status 1, 2 and 3</td>
</tr>
<tr>
<td>50+ usage</td>
<td>Resident / non-resident</td>
</tr>
<tr>
<td></td>
<td>Male / female</td>
</tr>
<tr>
<td></td>
<td>Age group</td>
</tr>
<tr>
<td></td>
<td>Ethnic group</td>
</tr>
<tr>
<td></td>
<td>Status 1, 2 and 3</td>
</tr>
<tr>
<td>Young people</td>
<td>Resident / non-resident</td>
</tr>
<tr>
<td></td>
<td>Male / female</td>
</tr>
<tr>
<td></td>
<td>Age group</td>
</tr>
<tr>
<td></td>
<td>Ethnic group</td>
</tr>
<tr>
<td></td>
<td>Status 1, 2 and 3</td>
</tr>
<tr>
<td>People with disabilities</td>
<td>Resident / non-resident</td>
</tr>
<tr>
<td></td>
<td>Male / female</td>
</tr>
<tr>
<td></td>
<td>Age group</td>
</tr>
<tr>
<td></td>
<td>Ethnic group</td>
</tr>
<tr>
<td></td>
<td>Status 1, 2 and 3</td>
</tr>
</tbody>
</table>

3.293 The Contractor is responsible for developing and implementing an appropriate methodology for the measurement and ongoing monitoring of participation in different activities by the target groups.

3.294 Within the first Contract Year, the Contractor must establish baseline usage levels of the Leisure Facilities by the target groups. Any mechanism for the measurement and collection of participation data must be agreed in advance with the Authority.

3.295 No more than one month prior to the second Contract Year and each subsequent Contract Year, the Contractor and the Authority will agree target usage levels for the target groups.

3.296 The Contractor must prepare an annual Marketing Plan as outlined in paragraph 3.115 of this Service Specification and this Plan must clearly establish how the Contractor intends to ensure that the annual participation targets will be achieved.

3.297 The Contractor must either:

- Achieve the annual participation targets set, or
- Have implemented the appropriate, previously agreed programmes set out within the Marketing Plan.

3.298 Achievement of participation targets will be assessed annually and in conjunction with an assessment of compliance with the annual Marketing Plan.
3.299 The Contractor must produce quarterly progress reports on progress made against the annual participation targets.
Zone Data Sheets

See separate document
### Maximum Charges

<table>
<thead>
<tr>
<th>FACILITY / ACTIVITY</th>
<th>STANDARD PRICE</th>
<th>LEISURE DISCOUNT CARD PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Westcroft Leisure Centre</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMISSION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>1.10</td>
<td></td>
</tr>
<tr>
<td>Junior</td>
<td>0.60</td>
<td></td>
</tr>
<tr>
<td>OAP/Disabled – resident</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>OAP/Disabled – non-resident</td>
<td>1.10</td>
<td></td>
</tr>
<tr>
<td><strong>SWIMMING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>2.60</td>
<td></td>
</tr>
<tr>
<td>Junior</td>
<td>1.60</td>
<td></td>
</tr>
<tr>
<td>OAP</td>
<td>2.60</td>
<td></td>
</tr>
<tr>
<td>OAP – off-peak – non-resident</td>
<td>1.60</td>
<td></td>
</tr>
<tr>
<td>OAP – off-peak – resident</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Under 3s</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>DRY SPORTS – off-peak</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Badminton</td>
<td>6.00</td>
<td>5.20</td>
</tr>
<tr>
<td>Basketball</td>
<td>31.60</td>
<td>29.50</td>
</tr>
<tr>
<td>Main Hall – football</td>
<td>31.60</td>
<td>29.40</td>
</tr>
<tr>
<td>Projectile Hall – football</td>
<td>28.90</td>
<td>23.10</td>
</tr>
<tr>
<td>Indoor Hockey</td>
<td>31.60</td>
<td>29.40</td>
</tr>
<tr>
<td>Netball</td>
<td>31.60</td>
<td>29.40</td>
</tr>
<tr>
<td>Table tennis</td>
<td>4.20</td>
<td>3.70</td>
</tr>
<tr>
<td>Short Mat bowls</td>
<td>9.10</td>
<td>7.70</td>
</tr>
<tr>
<td>Volleyball</td>
<td>25.20</td>
<td>19.50</td>
</tr>
<tr>
<td>Squash – per hour</td>
<td>6.00</td>
<td>4.80</td>
</tr>
<tr>
<td>Squash – per half-hour</td>
<td>3.60</td>
<td>3.20</td>
</tr>
<tr>
<td><strong>DRY SPORTS – peak</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Badminton</td>
<td>9.80</td>
<td>9.80</td>
</tr>
<tr>
<td>Basketball</td>
<td>50.80</td>
<td>50.80</td>
</tr>
<tr>
<td>Main Hall – football</td>
<td>50.80</td>
<td>50.80</td>
</tr>
<tr>
<td>Projectile Hall – football</td>
<td>36.90</td>
<td>36.90</td>
</tr>
<tr>
<td>Indoor Hockey</td>
<td>50.80</td>
<td>50.80</td>
</tr>
<tr>
<td>Netball</td>
<td>50.80</td>
<td>50.80</td>
</tr>
<tr>
<td>Table tennis</td>
<td>4.40</td>
<td>4.40</td>
</tr>
<tr>
<td>Volleyball</td>
<td>42.00</td>
<td>42.00</td>
</tr>
<tr>
<td>Squash – per hour</td>
<td>6.00</td>
<td>6.00</td>
</tr>
<tr>
<td>Squash – per half-hour</td>
<td>8.60</td>
<td>8.60</td>
</tr>
<tr>
<td><strong>FACILITIES FOR SPORTS ACTIVITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sunbed</td>
<td>3.70</td>
<td>3.70</td>
</tr>
<tr>
<td>10 sessions</td>
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<td><strong>Cheam Leisure Centre</strong></td>
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## Appendix B - Maximum Charges

<table>
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<tr>
<th>Service</th>
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<td><strong>DRY SPORTS</strong></td>
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<tr>
<td>Squash – per hour</td>
<td>5.60</td>
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<td>Squash – per half hour</td>
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<tr>
<td>Table tennis</td>
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### Sutton Leisure Discount Card

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<tbody>
<tr>
<td>Resident – adult</td>
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<td>Resident – over 60</td>
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<td>Resident – under 16</td>
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<td>Resident – family</td>
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<tr>
<td>Non-resident – adult</td>
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<td>Non-resident – over 60</td>
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<td>Non-resident – under 16</td>
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<td>Non-resident – family</td>
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<td>Concession – single</td>
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### Sutton Arena Leisure Centre

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<td>ATHLETICS – members</td>
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<tr>
<td>Annual payment – adult</td>
<td>33.00</td>
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<tr>
<td>Annual payment – junior</td>
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<tr>
<td>Session fee – adult</td>
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<tr>
<td>Session fee – over 60</td>
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<td>ATHLETICS – non-members</td>
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| **Sutton Arena Leisure Centre**

**Note:** The table above lists the maximum charges for various services and activities at the Sutton Leisure Centre. Charges are differentiated by age groups, membership status, and time of day.
<table>
<thead>
<tr>
<th>Service</th>
<th>Session fee – over 60</th>
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<th>FIVE-A-SIDE</th>
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<td></td>
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<td>Peak</td>
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<td>43.30</td>
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</tr>
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<tr>
<td>VOLLEYBALL / NETBALL / INDOOR HOCKEY</td>
<td></td>
<td></td>
<td>Peak</td>
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<td></td>
<td></td>
<td>43.30</td>
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<td></td>
<td>Off-peak</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>27.20</td>
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<td>BADMINTON</td>
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<td></td>
<td>Peak</td>
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<td>Multi-purpose / Dance studio</td>
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<td>Schools exclusive use - indoor</td>
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<td>HEALTH AND FITNESS</td>
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<td><strong>Phoenix Centre</strong></td>
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<td>Sports Hall – off-peak</td>
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<td>Sports Hall – peak</td>
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<tr>
<td>Badminton – adult – off-peak</td>
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<td>Badminton – adult – peak</td>
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<tr>
<td>Badminton – junior – off-peak</td>
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<td>Table tennis – adult – off-peak</td>
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<td>Table tennis – adult – peak</td>
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<td>Table tennis – junior – off-peak</td>
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<tr>
<td>Short mat bowls – off-peak</td>
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<td>Short mat bowls – peak</td>
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## Maintenance Responsibility Schedule

### Schedule of Frequency of Visits (minimum)

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<th>Mechanical</th>
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<th>Annually</th>
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<tbody>
<tr>
<td>Ventilation systems, inc kitchen cleaning</td>
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</tr>
<tr>
<td>Local extractors and ventilators</td>
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<td></td>
</tr>
<tr>
<td>Air conditioning units</td>
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<td></td>
</tr>
<tr>
<td>Fixed fans</td>
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<td></td>
</tr>
<tr>
<td>Gas boilers (domestic)</td>
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<td></td>
</tr>
<tr>
<td>Gas boilers (commercial)</td>
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<td></td>
</tr>
<tr>
<td>Gas fires (back boilers serviced)</td>
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<td></td>
</tr>
<tr>
<td>Gas wall heaters</td>
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<td></td>
</tr>
<tr>
<td>Gas water heaters</td>
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</tr>
<tr>
<td>Gas kiln</td>
<td></td>
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</tr>
<tr>
<td>Gas ovens</td>
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</tr>
<tr>
<td>Catering Equipment</td>
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</tr>
<tr>
<td>Fume cupboards</td>
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<td>Convector heaters</td>
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<tr>
<td>Oil fired boilers</td>
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<td>Pressurisation units</td>
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<td>Mixing Valves</td>
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<tr>
<td>Shower, toilet cistern and water feature risk assessment and disinfection</td>
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<td>Annually</td>
</tr>
<tr>
<td>Sewerage pumps</td>
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<tr>
<td>Fire extinguishers and hoses</td>
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<td>Dry risers</td>
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<td>Fire suppression systems</td>
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<td>Smoke dampers</td>
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<tr>
<td>Swimming pool plant</td>
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<tr>
<td>Motorised shutters</td>
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<tr>
<td>Rising kerbs and carpark barriers</td>
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### Electrical

<table>
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<tr>
<th>Every 6 months</th>
<th>Annually</th>
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</thead>
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<tr>
<td>Testing and inspection of all distribution boards and circuits</td>
<td>5 yearly (EAWA requirement)</td>
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<tr>
<td>Fire alarms and emergency lighting</td>
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</tr>
<tr>
<td>Security alarms</td>
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<td>CCTV</td>
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<td>Lightening protection</td>
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<td>Hearing loops</td>
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<td>Motors to electrically operated shutters</td>
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<tr>
<td>Automatic doors</td>
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<td>Portable appliance testing</td>
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### Lifts

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<td>Disabled lifts</td>
<td></td>
<td></td>
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<td>Platform floor lifts</td>
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<td>Hoists</td>
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<td>Dumb Waiters</td>
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<td>Document Hoists</td>
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Note: LG5 and LG10 tests for passenger lifts are a statutory requirement. Costs for these tests fall outside of the standard service schedule, and will be invoiced separately when required.
Minimum Opening Hours

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>DAYS</th>
<th>MINIMUM OPENING HOURS</th>
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<tbody>
<tr>
<td>Phoenix Centre</td>
<td>Monday to Friday</td>
<td>9am – 10pm</td>
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<td>Saturday and Sunday</td>
<td>9am – 6pm</td>
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<td></td>
<td>Public Holidays</td>
<td>9am – 6pm</td>
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<tr>
<td>Sutton Arena</td>
<td>Monday to Friday</td>
<td>7am – 10pm</td>
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<td></td>
<td>Saturday and Sunday</td>
<td>8am – 6pm</td>
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<td></td>
<td>Public Holidays</td>
<td>8am – 6pm</td>
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<tr>
<td>Westcroft Leisure Centre</td>
<td>Monday to Thursday</td>
<td>7am – 11pm</td>
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<td></td>
<td>Friday</td>
<td>7am – 10pm</td>
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<td>Saturday and Sunday</td>
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<td></td>
<td>Public Holidays</td>
<td>7am – 11pm</td>
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<tr>
<td>Cheam Leisure Centre</td>
<td>Monday to Friday</td>
<td>7am – 10pm</td>
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<td></td>
<td>Saturday</td>
<td>8am – 10pm</td>
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<td></td>
<td>Sunday</td>
<td>8am – 8.30pm</td>
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</tbody>
</table>
Protected Bookings and Programme Requirements

Cheam
The Contractor must protect the following bookings:

- Sutton Lifesaving Club
- Sutton & Cheam Swimming Club
- Cheam Marlins Swimming Club
- Dolphin Swimming Club
- CAWPRA Swimming Club

Westcroft
- Westcroft Judo Club

Sutton Arena
The Contractor must protect the following bookings:

- Carshalton Little League – usage of pavilion changing facilities
- UK Athletics
- Sutton and District Athletics Club
- Sutton Arena Judo Club
- Karate Club

Phoenix Centre
The Contractor must protect the following bookings:

- Roundshaw Boxing Club
- Roundshaw Colts
- Westcroft Judo Club
- Disability Sports Club

Sutton Arena
The Contractor must host and organise Primary Schools Athletics Championships

The Contractor must host and organise Sutton 10K event

The Contractor must produce, coordinate and implement the Athletics Development Plan

The Contractor must host the Sutton Arena Consultative Committee
The Contractor must host the Northern Wards Forum

**Phoenix Centre**

The Contractor must host the Phoenix Centre Consultative Committee

The Contractor must host Area Committees

The Contractor must protect Youth Service bookings (see schedule detailed in Partnership Agreement)

The Contractor must work to the Phoenix Centre Partnership agreement agreed between the Council Leisure, Library and Youth Service
Authority’s Sports Development Programme

The Authority is committed to promoting and encouraging participation in sport and the development of opportunities at all levels. The operator is required to meet on a yearly basis with the Authorised Officer and the Authority’s Sports Development Section to review the Borough Sports Development Objectives for the forthcoming year and agree future programme initiatives.

The Sports Development Team shall have priority use of the centres sports facilities between the hours of 9am-12pm and 2pm-4pm Monday to Friday. The operator shall make the following space available, if required, by the Borough Sports Development Section for the introduction of new schemes, development work with target groups, training of Borough squads and coach education programmes. Bookings shall be made at least monthly in advance and shall clearly state the activity content, development objective and target market.

Westcroft/Cheam

- 30 x peak and 20 x off peak, 1 hour bookings, free of charge of any one of the following facilities:
  - half main hall (1-5 courts)
  - practice hall
  - projectile hall
  - outdoor play area
  - 2 x squash courts

- 20 x peak and 20 x off peak, 1 hour bookings chargeable at half the published price of one of those facilities listed in above

- 30 x peak and 20 x off peak, 1 hour bookings of up to half the main pool.

Sutton Arena Leisure Centre

- 35 x peak and 20 x off peak, 1 hour bookings, free of charge of any one of the following facilities:
  - main hall (4 courts)
  - athletics hall (including sprint track, throwing area, jumping area)
  - multipurpose room
  - outdoor track and pitch
  - club room

- 25 x daytime and 35 x evening, 1 hour bookings chargeable at half the published price of one of those facilities listed.
The Phoenix Centre

- 40 x peak and 25 x off peak, 1 hour bookings, free of charge of any one of the following facilities:
  - main hall (4 courts)
  - community halls (x3)
  - dance studio
  - meeting space in Beehive
- 25 x daytime and 40 x evening, 1 hour bookings chargeable at half the published price of one of those facilities listed.

Operational arrangements for the Sports Development Section events and activities will vary and will be confirmed in advance. However, the operator may be required to comply with one or more of the following:

- allow free entry to participants
- collect income on behalf of the Sports Development Section
- provide free use of equipment
- provide life-guard cover and or normal staffing levels in accordance with the Business Plan
- attend event/activity planning meetings
- assist in the promotion/advertising of the event/activity

The operator shall be responsible for the operation of the Active Life Primary Health Care Scheme at both sites and in doing so shall work closely with the Sutton and Merton Primary Care Trust.

The operator shall be required to work closely with the Borough’s Swimming Development Officer and comply with the requirements of the Boroughs Swimming Development Strategy.

In accordance with of this agreement the operator is required to ensure that participation is encouraged by the following target groups:

- Women and girls
- 50+
- Ethnic Minorities
- Disabled People
- Young People (9 - 19 years)
In addition the Sports Development Team require provision for the following events:

- **‘Target Group’ Open Day**
  - Participation Day
  - Whole Centre
  - £400.00 hire fee

- **Borough Swimming Gala**
  - Whole Main Pool
  - Free hire

- **Inter-Borough Swimming Gala**
  - Whole Main Pool
  - £400.00 hire fee
  - once every 4 years

- **Sutton Inter Borough disability Swimming Gala**
  - Whole Main Pool
  - Whole teaching pool
  - Free Hire

- **Inter Borough Development Day**
  - Whole Centre
  - Free Hire
Equipment Inventory

List to be inserted prior to handover
Existing Activity Programmes

Schedule to be inserted prior to handover
Maximum Core Charges (Year 2 onwards)