# Schedule 3

# **SERVICES SPECIFICATION**

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# CATERING & EVENTS CONCESSIONS CONTRACT SERVICES SPECIFICATION

This Specification sets out the Services to be provided under this Contract. Where quality standards are set out, they are the minimum acceptable level to be achieved on a consistent basis. This Specification is not exhaustive and is to be taken as indicative of the general standards which are to be achieved.

It is expected that the Catering Partner will co-operate with the Council during the course of the contract to provide such Services as are required and to develop and improve the Services to meet changing needs.

# 1. INTRODUCTION & BACKGROUND

- 1.1 Complex Development Projects Ltd has entered into a collaboration agreement with Warwick District Council with the aim of delivering an ambitious masterplan to regenerate part of the south of Royal Leamington Spa as a new 'Creative Quarter'. This regeneration will potentially create a quarter that is very different to Royal Leamington Spa's existing offer and will bring positive impacts to the local economy. The project may include the restoration and reimagining of several key buildings, development of new facilities and public realm improvements over a period of up to ten years.
- 1.2 An iconic building on Royal Leamington Spa's main Parade, the Royal Pump Rooms is the potential 'gateway' to the Creative Quarter and as such it is important to ensure the offer and ethos of its catering and events spaces are reflective of the wider project. The Restaurant in the Park is situated within the Glasshouse building in the centre of Jephson Gardens (also within the boundaries of the Creative Quarter) which is one of Leamington Spa's key visitor attractions, with stunning views over the grounds and river.
- 1.3 The catering and events offer delivered from the Royal Pump Rooms and Glasshouse must reflect and embody the essence of the cultural services delivered from the sites and should be seen as one of the integral elements contributing to the overall visitor experience. The key to ensuring that the catering offer only ever enhances the experience of visiting the Art Gallery & Museum, Library, or Jephson Gardens will be a genuine meeting of approach, ethos and operational style between the Catering Partner, the Council and Complex Development Projects Ltd.

# 2. THE AIMS OF THE CONTRACT

- 2.1 The Catering Partner will support the Council's aim to create an inspirational product and to position the Royal Pump Rooms and Glasshouse as popular, "must visit" venues becoming a benchmark of quality and a creative focus in the town. The Catering Partner will maintain a reputation for providing excellent, welcoming customer service, high quality food and beverages and a high end, although still affordable, visitor experience.
- 2.2 Through this catering & events concessions contract the Council seeks to provide visitors to the Royal Pump Rooms and Jephson Gardens with a high quality catering experience which will complement the cultural setting of the venues, enhance the reputation of the Council and generate increased footfall. To this end, the use of the various catering and events spaces will be maximised as much as possible and the Catering Partner must deliver and promote their services in a proactive manner that is highly attractive and competitive in the local market.
- 2.3 As publically owned assets, there must be a fair and reasonable balance between commercial and community use of the venues. The facilities must be made available for use by local community groups and the Catering Partner should have a flexible, innovative approach to accommodating community events, with staggered hire charges in place that charities, societies, clubs and other community organisations can reasonably be expected to afford. Strong linkages with the local community must be established and nurtured to ensure accessibility and engagement is maximised.
- 2.4 There must also be a positive approach to working in cooperation with the Council and local business partners for the good of the town and new Creative Quarter, a willingness to drive footfall between the sites and to maximise sales revenues by the effective promotion of the catering and events offer.
- 2.5 The Catering Partner will be the sole commercial provider of catering and bar facilities within all the premises delineated on relevant plans. The Catering Partner will have overall responsibility for staffing, the food and beverage offer, equipment, and the day-to-day management of the catering and events spaces including maintaining relevant licences, legal compliance and health and safety.
- 2.6 The Council will have input into the food and beverage offer, staff conduct, advertising and the overall operation of the spaces as a critical element of the visitor experience. The Council will provide access to utilities including water, power, and phone connections all of which will be recharged to the Catering Partner on a usage basis.
- 2.7 The Catering Partner must work to deliver socially responsible services, having regard to environmental issues. Menus and tariffs will actively seek to promote healthy and sustainably produced products wherever practicable.

# 3. THE ROYAL PUMP ROOMS CAFÉ

- 3.1 The current average annual footfall through the Royal Pump Rooms main entrance is 455,000. It is estimated that approximately 15% of that footfall is to the Café. There are seasonal fluctuations of footfall with the period between June and November being particularly high. The Catering Partner must respond appropriately to seasonal variations in footfall in order to service customer demand.
- 3.2 The Café forms a vital part of the visitor welcome to the Royal Pump Rooms and therefore its opening times must be aligned as closely as possible with those of the other services delivered from the building. The Café must be open and available to the general public seven days a week, 365 days a year (the only exceptions to this are the days between Christmas Day and New Year's Day when the building may close).
- 3.3 The minimum opening hours of the Café will be 10:00 17:00 Monday to Saturday and 10:00 16:00 on Sundays and bank holidays. Any closure of the Café must first have approval and written authorisation from the Council and any unplanned closures (for instance, due to emergencies) must be brought to the attention of the Council as soon as is practicable.
- 3.4 The Council desires that the Catering Partner maximise the use of the Café outside of the core opening hours as much as possible, particularly in the early mornings for breakfasts and in evenings, for special events. The Café seating area will be designed to be easily cleared of stackable furniture, to allow for events such as drinks and canape receptions.
- 3.5 The Café's core opening hours must be consistent and advertised widely to the public.
- 3.6 As well as its own patrons, the Café services the customers of the other operators located within the building, such as the Art Gallery & Museum, Sales & Information desk and Leamington Spa Library. The Catering Partner must work collaboratively with those operators to ensure the best possible experience for all visitors to the venue. The Café must complement and enhance the Art Gallery & Museum and Library visitor experience with a suitably high quality catering offer and level of service. The Café's offering, including its styling and branding, must be aligned with the creative, cultural nature of those services and also be in keeping with building's heritage and status as a Grade II listed building.
- 3.7 The Café must provide a social dimension for users and be positioned in the local market as a 'living room for the town' where local residents, visitors to the District and community groups feel welcome to drop in and meet casually with friends and family. The Café must provide a place where customers can relax, read newspapers and magazines, or chat with other customers about current topics.
- 3.8 The Café must be situated as in the area marked on the floor plan in **Schedule 7**. The area includes a servery and seating area with non-fixed, stackable furniture. The Café must utilise a coffee house or tearooms style with visitors ordering their items and making payment at the counter, then having their purchases served to them in the seating area.

- 3.9 Seating for the Café will normally be sited within the area adjacent to the counter, exterior terraces, under the Colonnade and (subject to agreement with the Council) the main entrance concourse. There is also the opportunity to include the Assembly Rooms as part of the Café's seating area on occasions when demand is high.
- 3.10 The Catering Partner must adopt a policy of having short, frequently changing menus, using seasonal ingredients with the emphasis on high quality of provision and food made on site using locally sourced ingredients wherever possible. Good quality produce, sourced locally, prepared with care on site and served with pride must be at the forefront of the Café offer.
- 3.11 The Café must provide a range of high quality, quick, light food and drink options such as:
  - a) A selection of hot beverages, including fresh, whole bean barista-quality made coffee and a range of teas
  - b) A selection of cold beverages, including juices and bottled drinks from external suppliers, and smoothies or milkshakes prepared on site
  - c) Hot and cold light meals prepared on site- for example sharing boards, a weekly carvery, salads, 'daily specials' and homemade hot meals
  - d) A range of takeaway options prepared on site for example boxed salads and sandwiches
  - e) A selection of crisps and savoury snacks from external suppliers
  - f) A selection of pastries and cakes prepared on site, afternoon tea packages
  - g) A children's food and drink offer
  - h) A range of wines, beers and spirits
- 3.12 Menus and advertising must clearly state the times of day between which particular food and drink items are available for purchase and those items must remain available during those time periods. (For example "brunch is available between 9am and 12pm"). Suitable substitute items may be offered towards the end of mealtime service period in order to reduce food wastage.
- 3.13 Food must at all times be presented to customers in an attractive and appetising manner. Food counters must be monitored constantly and filled, cleaned and adjusted to achieve this.
- 3.14 The Catering Partner must provide all necessary crockery, table linen and glassware with recyclable disposables available for takeaway service.
- 3.15 Service must be prompt, friendly and efficient, recognising the needs and circumstances of the customer. On average customers will take no more than 5 minutes from entering the Café to completing their till transaction. Food must be served within an average waiting time of 10 minutes.
- 3.16 The Catering Partner must collaborate closely with the designers and technical team at the Royal Pump Rooms on the functional design and installation of the Café servery and the customer flow through the Café as a whole.
- 3.17 There is limited storage space for refuse / recycling at the Royal Pump Rooms and so the Catering Partner must arrange for regular refuse and recycling collections.

- 3.18 There is no designated parking area for the Royal Pump Rooms. There is a layby directly in front of the Royal Pump Rooms, on the main Parade, which is time restricted for unloading purposes. The nearest pay-and-display on-street parking is in Euston Place and Newbold Terrace.
- 3.19 The Catering Partner shall be allowed access to the short service road between the Royal Pump Rooms and the river. As it forms part on the town's Riverside Walk and is an escape route for the building this area must be used for the purposes of deliveries and unloading only and not for long term parking. The secure barrier must be locked into place at all times to prevent unauthorised parking.

# 4. THE ROYAL PUMP ROOMS ASSEMBLY ROOMS & ANNEXE

- 4.1 The operational hours of the Assembly Rooms and Annexe currently allowed by the Premises Licence are 09:00 01:00 Monday to Saturday and 09:00 23:30 on Sundays and Bank Holidays.
- 4.2 The Assembly Rooms is a key events space within the town. The Catering Partner must seek to maximise public access and the use of this space, particularly during daytimes and weekdays when not being utilised for private functions and events.
- 4.3 The venue currently hosts a wide range of events including wedding receptions and civil ceremonies, university balls, exhibitions, business meetings, corporate functions, product launches, craft / vintage fairs, classical concerts and private celebrations. As well as accommodating a wide range of external hirers the Council desires for the Catering Partner to be creative and to produce its own events in order to maximise the use of the various event spaces.
- 4.4 Based on current levels of business it is expected that a minimum of approximately 200 functions and events will be hosted each year between the Assembly Rooms in the Royal Pump Rooms and the Restaurant in the Park combined.
- 4.5 The Annexe can be used as a meeting space and as reception area / bar for the main Assembly Rooms. It is also hired for smaller events and presentations. The Catering Partner must seek to maximise the use of the Annexe for such purposes.
- 4.6 The Catering Partner must effectively promote the Assembly Rooms and the Annexe of the Royal Pump Rooms as conferencing and events venues and provide the subsequent catering demand.
- 4.7 For events catering, appropriate menus or signage must be displayed to inform customers of the content. Wherever possible organic, farm assured and fairly traded and locally produce items must be included as an option and menus should reflect available seasonal produce.
- 4.8 The Council retains the right to use the Assembly Rooms and Annexe for its own purposes (or for those of its partners), free of charge, up to a maximum of 120 of hours per year (subject to availability). Reasonable requests by the Council to utilise the space must be granted by the Catering Partner. The Council's free of charge use must include use of any of the Catering Partner's staff necessary to set up and facilitate the event but exclude any catering or additional requirements which will be charged for at the standard, advertised rate.
- 4.9 The Assembly Rooms and Annexe are as marked on the floor plan included in **Schedule 7**.

# 5. THE RESTAURANT IN THE PARK

5.1 The Restaurant in the Park is located within the Glasshouse building in the centre of Jephson Gardens, which also houses the Temperate House and the Studio. The Glasshouse opening times are currently:

Summer 10:00 to 17:00

Winter 10:00 to 16:00

The Glasshouse is closed on Christmas Day, Boxing Day and New Year's Day. These opening times are subject to change by the Council and the Catering Partner may not be consulted.

- 5.2 The gardens are fully pedestrianised and there is no designated parking area provided for the Restaurant in the Park; however the roads surrounding the gardens have pay-and-display, on-street parking.
- 5.3 The Catering Partner has control over the Restaurant in the Park opening times, within the limitations set by the Premises Licence, provided that they are in keeping with the Aims of The Contract. In particular, that the Catering Partner must provide visitors to Jephson Gardens with a high quality catering experience which enhances the reputation of the Council, generates increased footfall and maximises the use of the spaces. The Catering Partner must consider the opening times of the Restaurant in the Park within this context.
- 5.4 The operating hours currently allowed by the Premises Licence for the Restaurant in the Park are 10:00 to 23:30 Monday to Thursday, 10:00 to 00:30 Friday & Saturday and 12:00 to 00:00 on Sundays and bank holidays.
- 5.5 By the current conditions of the Premises Licence the operational hours during the month of December are extended to 10:00 to 00:00 every day to allow for seasonal functions and events.
- 5.6 Live or recorded music is not permitted after 23:00 Sunday to Thursday and after midnight on Friday and Saturday. Noise and disruption must be kept to a minimum and must not cause annoyance to neighbouring residences. Activities in the Restaurant in the Park must take account of the setting and should not cause disruption to visitors enjoying the gardens.
- 5.7 The use of external areas (including terraces) is not permitted after 23:00 and outside areas to be must be vacated by this time.
- 5.8 Seating for the Restaurant in the Park is within the area adjacent to the counter and on the exterior terrace and are marked as on the floor plan in **Schedule 7.** The Restaurant in the Park can seat a maximum of 120 in a banqueting format.
- 5.9 The Jephson Gardens has seasonal footfall, with high levels of visitors during the summer months. The Catering Partner must consider introducing seasonal opening hours to meet demand during peak periods.
- 5.10 The Council desires that the Catering Partner reinstate an offering which reflects the venue's original purpose as a 'brasserie' style restaurant servicing visitors to the gardens and opening for

both lunchtime service and evening meals. When opening as a restaurant, the core opening hours must be consistent and advertised widely and plainly to the public.

- 5.11 The Catering Partner must adopt a policy of having short, frequently changing menus, using seasonal ingredients with the emphasis on high quality of provision and food made on site using locally sourced ingredients wherever possible. Good quality produce, sourced locally, prepared with care on site and served with pride must be at the forefront of the Restaurant in the Park offer.
- 5.12 The Restaurant in the Park restaurant menu must be of a high quality 'brasserie' style with relaxed, informal dining in a luxurious setting. It must offer seated, table service, providing a range of high quality main meal options, such as:
  - a) A selection of hot beverages, including fresh barista-quality made coffee and a range of teas
  - b) A selection of cold beverages, including juices and bottled drinks from external suppliers
  - c) Hot and cold main meals
  - d) A selection of desserts produced on site
  - e) A children's food and drink offer
  - f) A range of wines, beers and spirits
- 5.13 The Catering Partner must provide all necessary crockery, table linen and glassware.
- 5.14 The Restaurant in the Park must not seek to compete directly with other established catering providers within the Jephson Gardens. This prohibits the Catering Partner from a providing a comparable takeaway offer such as sandwiches, ice cream and tea / coffee.
- 5.15 The Restaurant in the Park is located in the centre of Jephson Gardens, which presents certain logistical challenges. The gardens are opened to the public every day by the Council's contractors from 08:00. Closing times vary between 16:00 and 21:00 depending on the time of year. The gardens are closed to the public overnight and the gates secured. Daily closing times are displayed at the entrances to the park. If the Restaurant in the Park is in use after the park has been closed the Catering Partner must control pedestrian access and ensure the gates remain secured at all times in order to prevent unauthorized access to the park. Appropriate security must be provided for the main gate to the park during evening events in order to monitor access and ensure the safety of guests. The Catering Partner must provide a full Risk Assessment and Safe System of Work for this.
- 5.16 There is a separate footpath through Jephson Gardens called Mill Passage which crosses the park from Mill Road to Newbold Terrace, via a bridge and a short tunnel. This footpath is open for use 24 hours a day and provides direct access to the rear of Restaurant in the Park when the park gates are locked.
- 5.17 All regular deliveries to the Restaurant in the Park must be made via Mill Passage, across Mill Bridge. For the occasional delivery of large items which cannot be made via this route vehicular access is permitted to Jephson Gardens, provided it is before 09:30.

- 5.18 Vehicle access to the Restaurant in the Park is restricted. The Catering Partner is permitted to allow up to a maximum of two vehicles into Jephson Gardens at any one time. This must be carefully managed by the Catering Partner as the route is via pedestrian pathways. Access is via the main gate on Newbold Terrace, for which the Catering Partner shall be issued with keys. The Catering Partner must complete a full Risk Assessment for vehicular access to the park and provide a Safe System of Work. This Safe System of Work must include provision for the Catering Partner's staff escort vehicles in and out of the park, for vehicles to use hazard lights and that that speed be kept to a slow crawl. Vehicles must not encroach upon flowerbeds or lawns and should keep to designated paths at all times. The Council reserves the right to recharge the Catering Partner for any damage or spoilage caused to the park by vehicles that it allows access.
- 5.19 The gardens are a public space and the Catering Partner should be aware that from time to time large events will take place in Jephson Gardens which have the potential to impact upon the activities in Restaurant in the Park, including limiting vehicle access. Food and beverage stalls and may also be included as part of these events which may directly compete with the Restaurant in the Park catering offer.
- 5.20 The Catering Partner must carry out co-ordinated and effective communication with the Council and its contractors and in particular with the Council's Green Spaces team in making use of the Restaurant in the Park and making it available to a wide range of user groups.
- 5.21 The Temperate House and Studio, also located within the Glasshouse building, may be hired from the Council by the Catering Partner as additional function spaces. This can be arranged directly with the Council and is subject to availability. These charges will be made in accordance with the Council's publically advertised standard fees and will be charged to the Catering Partner at the lowest hourly rate.
- 5.22 There is no guarantee that the Catering Partner will be able to make use of the Temperate House or Studio but the Council shall not unreasonably withhold the right to hire them when available. On the occasions that these spaces are used by the Catering Partner the Glasshouse may be closed or partially closed to the public. However, as the Glasshouse is public building, the Catering Partner must ensure that the impact on visitors to the Glasshouse is kept to a minimum. The Catering Partner must also ensure that appropriate signage will be displayed at all entrances informing visitors to the park of the closure. This signage must be displayed from at least one week in advance of any closure.
- 5.23 When hiring the Temperate House or Studio the Catering Partner must take all necessary care to ensure that it is returned in the condition in which it was hired. Any repairs to damage caused by the Catering Partner or their clients or any additional cleaning required will be recharged directly to the Catering Partner at cost.
- 5.24 The is a high level of sensitivity around the use of the Restaurant in the Park for events both from local residents and the Green Spaces team and their contractors who manage and maintain the wider Glasshouse and surrounding park. Great care must be taken to avoid damage to the gardens / Glasshouse and the displays, plants, flowerbeds and lawns within. The Catering Partner shall be recharged the cost of any reparations or repairs caused by their own staff, contractors, clients or customers attending events.

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# 6. CONTRACT MANAGEMENT

- 6.1 During the Term, the Catering Partner must appoint a Site Manager who shall act as the main point of contact for the Catering Partner in respect of all day to day matters relating to the supply of the Services and the contract.
- 6.2 The Council will actively manage the contract by appointing a nominated Contract Manager who will be responsible for all aspects of the contract and will be the point of communication between the Council and the Catering Partner. Either party will be informed in writing of any change to these key personnel or their responsibilities.
- 6.3 The Site Manager and Contract Manager must meet and communicate with each other regularly throughout the Term, and no less frequently than once every month following the Commencement Date, to manage the operational relationship between the parties and specifically to review the ongoing performance of the Catering Partner against the Service Levels in the Specification.
- 6.4 A suitably qualified and empowered representative of the Catering Partner must participate in Joint Operator Meetings which occur every 6 weeks to discuss the day-to-day issues of jointly operating the buildings (which currently include representatives of the Council's Arts team, the Council's Green Spaces team and Warwickshire Library Service).
- 6.5 The Site Manager and the Contract Manager must use their reasonable endeavours to work together to achieve the smooth and efficient delivery of the catering and events services on a day to day basis and a provide premium visitor experience. The Catering Partner must deliver a coordinated approach to management of the spaces ensuring profitable returns without compromising quality and the customer experience.
- 6.6 The nominated Site Manager and the Contract Manager must attend formal, minuted Contract Monitoring Meetings on a quarterly basis to assess the overall performance of the Contract against the expectations of this Specification and Key Performance Indicators. The Catering Partner must provide the Council with all necessary performance data and information at least five working days in advance of this meeting.
- 6.7 Contract Monitoring Meetings will occur quarterly in January, April, July and October and shall be hosted by the Catering Partner on site.
- 6.8 In addition to the standing agenda the following audits must carried out annually as part of the Contract Monitoring Process:

# January - Health & Safety Audit

The Catering Partner must supply the Council with copies of all documentation and information regarding its Health & Safety procedures relating to the current and previous year including, but not limited to:

- The Catering Partner's Health & Safety Policy
- Evidence that the Catering Partner carries out its own internal Health and Safety Audits regularly
- Emergency Procedures (including fire safety, evacuation, first aid)
- Risk Assessments & Safe Systems of Work
- Accident Reporting / Near Misses / Reportable Incidents

- Records of statutory checks and tests (including PAT testing, Legionella, Gas Safety)
- COSHH risk assessments (including data sheets)
- Employers and Public Liability insurance certificates
- Site security arrangements
- Staff training and induction records relating to Health & Safety
- Equipment servicing and maintenance records (including kitchen filters)

# **April - Food Safety & Quality Audit**

The Catering Partner must supply the Council with copies of all documentation and information regarding its Food Safety & Quality procedures relating to the current and previous year including, but not limited to:

- The Catering Partner's Food Safety and Hygiene Standards Policy
- The Catering Partner's food safety management system showing how food is handled, stored, prepared and cooked appropriately including records for the key points of delivery including time and temperature of cooking, processing and storage.
- Details of the most recent Food Safety / Environmental Health inspections
- Opening and closing checks
- Recipe sheets / allergen information and examples of labelling / storage
- Suppliers list and evidence of supply chain checks and audits
- Pest Control records
- Cleaning schedule records
- Deep cleaning records
- Staff induction and training records in relation to Food Safety (including personal hygiene and sickness records)

# July - The Customer Experience Audit

The Catering Partner must supply the Council with copies of all documentation and information regarding its Customer Offer relating to the current and previous year including, but not limited to:

- Menu examples
- Evidence of any Fairtrade, organic schemes
- Evidence that healthy eating choices are provided
- The number and type of functions and events- including attendance figures
- Examples of marketing / promotion / marketing plans
- A summary of the events booking policy and processes
- A summary of customer all customer feedback
- A mystery shopper report (the Council may arrange this without the prior knowledge of the Catering Partner)
- Examples of customer feedback methods survey results, comments cards
- Staff induction and training records in relation to Customer Care

# October - Equipment Inventory & Condition Audit

The Catering Partner and the Council shall together update the Equipment Inventory. The Catering Partner must highlight any items that belong to the Council that are missing, any replacement equipment and any repairs. The Catering Partner must highlight any repairs / maintenance / decoration carried out to the Premises and the Council will formally record this on the site Condition Survey.

6.9 The Catering Partner must cooperate fully with these audits and seek to rectify any issues identified within a time period specified by the Council.

# 7. SERVICE LEVELS

The performance of the Contract will be monitored on four key areas.

- a) The Customer Offer
- b) Food Safety & Quality Standards
- c) Health & Safety & Compliance
- d) Financial

# 7.1 THE CUSTOMER OFFER

#### Menus

- 7.1.1 The Catering Partner must ensure that a suitably trained and experienced dedicated Executive Chef will be based on site and responsible for all recipes and menu choices.
- 7.1.2 Throughout the contract period, the Catering Partner must develop menus that offer a variety of foods to avoid menu fatigue on the part of customers and that respond to changes in fashion and taste.
- 7.1.3 Where appropriate the Council desires that the Catering Partner purchase food and beverage stock that is sourced from local and regional suppliers, from an appropriately quality assured scheme, sustainably produced or produced in accordance with fair trade / organic principles.
- 7.1.4 Seasonal and locally produced fresh produce must be used in preference to frozen, tinned, dried, or otherwise preserved foodstuff and readymade meals should be kept to the minimum. The Catering Partner must be aware of all potentially harmful additives and preservatives and ensure that the composition of dishes excludes additives.
- 7.1.5 Menu choices must take account of food preferences and intolerances, specifically vegetarian, gluten free and dairy free diets (menu labelling will be required in relation to all allergens).
- 7.1.6 The Catering Partner must take into account the cultural and religious dietary needs of customers when planning menus and the selection of dishes.
- 7.1.7 All menus will enable customers the opportunity to select well balanced, nutritious choices; this must be actively promoted on site. A selection of menu items, both hot and cold, must be provided that promotes wholesome, healthy and nutritional food as well as providing customers with an opportunity to reduce salt, fat and sugar; and increase fibre. It must be possible for all customers to be able to become healthier by encouraging them to increase their consumption of fruit and vegetables. Portion sizes must be of a level so that customers can assess if they have achieved their recommended daily intake. Menus should promote healthy diets by offering healthier choices in accordance with current best practice.
- 7.1.8 The Council desires for the Catering Partner enter into and maintain the nationally recognised 'Heartbeat Award Scheme', including the 'Younger at Heart Award' for the elderly and 'Kinder Heart Award' for the under 5s.
- 7.1.9 Menus and Tariffs must be clearly displayed in line with legal requirements and for the practical benefit of customers. Menus and Tariffs must be well-presented and offer an appropriate good quality range of food and drink options in keeping with this Specification.
- 7.1.10 At least 90% of the items normally listed on Menus and tariffs must be available for purchase at the relevant times.
- 7.1.11 Menu pricing must be set with due consideration of comparable services in the local area. Prices must be competitive and should not be unreasonably high, offering best value wherever possible.

#### **Events**

- 7.1.12 A suitably qualified, capable and experienced full time dedicated Event Manager must be based on site. They must manage all aspects of events bookings and the booking process.
- 7.1.13 Quotations must be supplied to clients quickly and efficiently. It should be the aim to provide potential clients with accurate, competitive quotations within three working days and within a maximum of five working days.
- 7.1.14 The Catering Partner must deliver high quality, professional, well manged events with high levels of customer satisfaction and safety as the priorities.
- 7.1.15 Potential clients must be able to contact the Events Manager via telephone or email and should receive an acknowledgement within one working day.
- 7.1.16 The Catering Partner must be aware of the exact nature of all events taking place within its catering and events spaces and ensure that there is no potential for the Council's reputation to be brought into disrepute. The Catering Partner must have a clear policy of what events will be considered and which it will not.
- 7.1.17 The Catering Partner must keep an accurate record of the number of events that take place, along with the type of event, attendance and whether it is classed as a commercial, private, charitable or community event.
- 7.1.18 The Catering Partner must ensure that all events have suitable contractual agreements in place (including any sub-contractual arrangements). These contracts must be fit for purpose and, as a minimum, clearly establish what is to be provided by the Catering Partner, include transparent fees and charges (including any additional or penalty fees), the responsibilities and liabilities of both parties and any cancellation or force majeure clauses.
- 7.1.19 The Catering Partner must carry out appropriate risk assessments for all events and put the appropriate control measures in place. The safety of the public must be the priority at all times.
- 7.1.20 The Catering Partner must make all event organisers and attendees aware of the venue's licensing restrictions, limitations and rules. For example this may include venue maximum capacity; maximum noise levels; security arrangements; whether confetti, smoke machines, helium balloons, pressurised gas canisters, bubble machines, naked flames and candles are allowed to be used on site; emergency procedures; that equipment should be PAT tested; that all materials must be fire resistant; that smoking and vaping is not allowed on site; venue access times; and parking and deliveries restrictions.
- 7.1.21 The Catering Partner must ensure that all licensing conditions and venue rules are adhered to at all times and be responsible for any damages caused or consequences of licence conditions being broken during an event.
- 7.1.22 The Catering Partner must ensure that hirers have the appropriate levels of insurance in place. Deposits must be taken and charges made in advance whenever practical. The Catering Partner should take steps to ensure they can recharge their clients for any damage caused or for any extraordinary cleaning required in order to make good.
- 7.1.23 The Catering Partner must ensure that a suitably trained, capable, Responsible Person of appropriate authority to act on behalf of the Catering Partner is provided to supervise all events.
- 7.1.24 The Catering Partner must provide a suitable number of staff during events to respond to emergencies and offer first aid provision.
- 7.1.25 The Catering Partner must ensure that fire exits and escape routes are not blocked during events.

# **Marketing & Promotion**

- 7.1.26 The Catering Partner shall proactively market the Assembly Rooms and Annexe of the Royal Pump Rooms and the Restaurant in the Park as catering and events venues and provide subsequent catering demand. This must include the provision of additional staff to support the catering where required.
- 7.1.27 All marketing and promotional materials must be of the highest quality professional and well presented both in terms of design and execution.
- 7.1.28 The Catering Partner must create its own branding, unique to the services offered from the venue, which effectively promotes the offer and is in keeping with the status and nature of the venues.
- 7.1.29 When considering any branding or signage the Catering Partner must consult with the Council as this will need to be approved in advance. There are strict limitations to what promotional material may be displayed on the exterior of the buildings the Royal Pump Rooms is a Grade II listed building and both sites are located within the town's Conservation Area. Listed building consent or advertising / planning permission may be required. Any costs associated with gaining these permissions must be met by the Catering Partner.
- 7.1.30 Flyposting is illegal and the Catering Partner must not place unauthorised advertising on public or private property e.g. posters or banners.

# **Staffing**

- 7.1.31 The Catering Partner must provide appropriate staffing in order to provide the Services and shall ensure that there is an adequate complement in reserve of trained, competent staff available to cover for holidays, sickness or any other absence or for late bookings so that the Services may be delivered at all times.
- 7.1.32 All customer-facing staff must be appropriately trained to undertake their roles and to comply with relevant legislative requirements, with a particular emphasis on providing high standards of customer care.
- 7.1.33 Customer facing staff must wear a suitable uniform, have a smart appearance and be easily identifiable by customers.
- 7.1.34 The Catering Partner must provide sufficiently trained management staff of adequate ability, skills and experience to provide a professional and efficient service to the specified standards.
- 7.1.35 The Site Manager or nominated a deputy (Responsible Person) with the necessary authority, training and experience must be available at all times during the opening hours of the Services in order to deal with any management issues that may occur.
- 7.1.36 The Catering Partner is responsible for cleaning tables and ensuring dining areas are kept clean and tidy throughout the period of service. In the event that debris is left on a table or anywhere else, it must be cleared, on average, within 5 minutes of the table being vacated.

#### **Customer Feedback**

- 7.1.37 The Catering Partner must proactively encourage customer feedback. As a minimum this must include prominently displaying suitable comment cards/books, promoting feedback on the Catering Partner's internet site and social media channels, and the organisers of all events must be given the opportunity to provide feedback in writing after their event has taken place.
- 7.1.38 All customer feedback from all sources must be consistently recorded and collated by the Catering Partner and a summary provided to the Council on a monthly basis. As a minimum Item 8 / Page 25

the percentage of positive customer feedback must be reported with the Café, Restaurant in the Park and Events reported separately. The top five most commonly received complaints and compliments that month must be reported in order to identify trends along with the details of any formal complaints and how they were resolved.

- 7.1.39 All customers must be able to score each of the following areas of service as 'Excellent', 'Good', 'Poor', 'Unacceptable'.
  - a) Value for Money
  - b) Efficiency of Service
  - c) Cleanliness
  - d) Quality of Food
  - e) Staff Behaviours

Feedback forms must also include the opportunity to include specific customer comments.

- 7.1.40 The Catering Partner must conduct, or cooperate with the Council on, any surveys of actual and potential customers which may be agreed as part of the monitoring of performance, which shall include sponsorship of incentives.
- 7.1.41 All email or other forms of complaint or comment must be acknowledged and responded to within a maximum of 48 hours. A record must be kept of all comments and the resulting actions. The Catering Partner must notify the Council of any serious formal customer complaints as soon as it is reasonably practicable.

# 7.2 FOOD SAFETY & QUALITY STANDARDS

- 7.2.1 The Catering Partner must be registered as a Food Business with the local food authority.
- 7.2.2 The Catering Partner must display their Hygiene Standard Rating prominently on the premises at all times.
- 7.2.3 The Catering Partner should aspire to achieving a 5\* hygiene standard rating ('very good') and must maintain a hygiene standard rating no lower than 4\* ('good') for the duration of the Contract.
- 7.2.4 The premises are subject to inspections by local Environmental Health Officers and Food Safety Officers. The Council may also carry out additional inspections, these will not normally be announced in advance and will form part of the performance measuring programme outlined in this Specification.
- 7.2.5 The Catering Partner must maintain all documentation that may be required by the Council's Food Safety Officers or Environmental Health Officers and be able to readily provide it on site during an inspection (for example recipes, maintenance and productions records, staff sickness records).
- 7.2.6 The Catering Partner must comply with all relevant legislation and regulations in relation to the preparation and consumption of food including, but not limited to, the Food Safety Act 1990, Food Information Regulations 2014, Regulation (EC) No 178/2002, Regulation (EC) No 852/2004, Regulation (EU) No 1169/2011, plus the Food Standards Agency Code of Practice and Trading Standards legislation.
- 7.2.7 The Catering Partner must develop and implement appropriate operational policies, procedures and practices to ensure food safety and hygiene standards are maintained at all times.
- 7.2.8 The Catering Partner must fully document their food safety management system using HACCP (Hazard Analysis Critical Control Point) as the template in order to evidence to the Food Safety Officers who inspect the business that the Catering Partner has a documented food safety management system based on the seven principles. The individual responsible Item 8 / Page 26

for developing this system on behalf of the Catering Partner must have received adequate training and either:

- a) Hold an up to date Intermediate Food hygiene qualification or higher
- b) Have attended an accredited CIEH course on HACCP Principles and Practice
- c) Have attended in house or inter-company training courses
- 7.2.9 The Catering Partner must maintain systems for ensuring food is handled, stored, prepared and cooked appropriately and provide daily evidence of food temperature control at the key points of delivery including time and temperature of cooking, processing and storage. The Catering Partner's records shall be available for inspection.
- 7.2.10 The Catering Partner must ensure that all fridges and freezers are checked for correct operation a minimum of twice a day during the working week and temperatures recorded accurately. Any problems with fridge or freezer temperatures must be investigated and responded to immediately.
- 7.2.11 Food must be presented and served at an appropriate temperature for safety and eating quality. These temperatures must adhere to the information set out below:

Hot Meals65°C minimum75°C maximumCold Meals2°C minimum5°C maximumSalads2°C minimum5°C maximumCold Deserts-22°C minimum-6°C maximum

- 7.2.12 The Catering Partner will take full responsibility for stock control, ordering of and payment for all day-to-day consumable items and food and beverage provisions.
- 7.2.13 The Catering Partner must implement and administer regular supply chain checks and audits to enable poor standards, inconsistencies or discrepancies to be identified and remedied.
- 7.2.14 The Catering Partner must maintain all catering and kitchen equipment in a hygienic and functional condition at all times.
- 7.2.15 The Catering Partner will maintain an effective menu planning and food usage control system, to minimise the amount of waste generated and all waste must be recorded.
- 7.2.16 Food (including waste food) must be stored in appropriate hygienic containers.
- 7.2.17 Customers must be made aware of the contents of dishes, particularly where ingredients might give rise to allergic reactions (such as nuts).
- 7.2.18 The Catering Partner must ensure that suitable arrangements are implemented for the following areas:
  - a) Pest Control (The Catering Partner is to take action to effectively control vermin or pests in the catering areas in accordance with Food Standards Agency Code of Conduct and guidance. The Catering Partner must immediately report to the Council any evidence of infestation.)
  - b) Cross Contamination
  - c) Temperature Control
  - d) Defrosting Foods
- 7.2.19 The Catering Partner must have suitably robust, clear personal hygiene rules in place for its staff and provide them with suitable clothing, welfare areas and restrooms.
- 7.2.20 All catering staff must be trained in basic food hygiene prior to commencing work and they should hold the Basic Food Hygiene Certificate, or equal, within six weeks of commencing work.
- 7.2.21 Supervisory staff and chefs / cooks must hold an Intermediate Food Hygiene standard certificate or equivalent.

- 7.2.22 Managers must hold an advanced or RIPHH Diploma Food Hygiene standard certificate or equivalent.
- 7.2.23 The Catering Partner must deep clean all kitchens, stores, serveries and hot and cold over the counter service catering areas twice per year (or more frequently if required- for example extraction filters). All deep cleans must be supervised on site by the Catering Partner and are subject to inspection and approval by the Council before the catering areas can be brought back into use. Any necessary corrective action identified as a result of any inspections by the Council must be carried out by the Catering Partner, at their own expense.

#### 7.3 HEALTH & SAFETY & COMPLIANCE

- 7.3.1 The Catering Partner must comply with the Health and Safety at Work Act 1974 and all other applicable health and safety legislation.
- 7.3.2 The Catering Partner shall be responsible for all licences, permits, consents and registrations applicable to the Services. For example this includes the Civil Ceremony or Wedding Venue Licence, Premises Licence, PPL and Performance Rights Society licences, or television licence.
- 7.3.3 The Catering Partner must maintain suitable Employers and Public Liability Insurance.
- 7.3.4 A Premises Licence must be held by the Catering Partner for the retail of alcohol and late night refreshments and the conditions of the licence should be adhered to at all times.
- 7.3.5 The Catering Partner must have suitable risk assessments and Safe Systems of Work in place for all aspects of the operation.
- 7.3.6 The Catering Partner must follow best practice and comply with all relevant statutes with regard to COSHH rated substances. Cleaning materials must be stored and used with due regard to the Control of Substances Hazardous to Health (COSHH) Regulations.
- 7.3.7 All staff (including temporary/agency staff) must be fully inducted and trained in all areas of work in which they are involved in compliance with Health & Safety at Work Act and the Control of Substances Hazardous to Health (COSHH) Regulations, including but not limited to use of all machines relevant to their work areas; and handling and usage of cleaning materials.
- 7.3.8 Accident reporting and RIDDOR systems must be in place. The Council must be notified of all accidents and near misses on a monthly basis. The Council must be notified of any instances of RIDDOR as soon as is practical.
- 7.3.9 The Catering Partner must have suitable first aid provision in place. The Catering Partner will be responsible for the first aid of their own staff, contractors and customers.
- 7.3.10 The Catering Partner must have suitable emergency procedures in place. The Catering Partner must assist with the fire safety and evacuation procedures at the buildings including ensuring that the premises are cleared of individuals and taking roll-calls of the Catering Partner's personnel and subcontractors.

# Housekeeping

- 7.3.11 The Catering Partner must maintain all designated areas within the facilities in a clean and tidy state, to standards that are to the satisfaction of the Council. All walls, floors, work surfaces, windows and doors must be clean and hygienic and any equipment and goods must be stored appropriately.
- 7.3.12 Any outdoor seating areas and surrounding areas must be kept clear of waste and litter at all times.

- 7.3.13 Cleanliness and housekeeping standards must be maintained throughout the service period. The Council's staff may carry out unannounced inspections of the area and the Catering Partner must accommodate reasonable requests to rectify any housekeeping issues identified within a maximum of one working day. Any issues identified by the Council that are deemed to present a significant danger, hazard or threat must be rectified by the Catering Partner immediately.
- 7.3.14 There is limited office and storage space on the sites; however the Catering Partner must ensure that the appearance of venues is kept clean and tidy at all times, that all corridors and fire exits routes are kept clear, and housekeeping is of the highest standard.

# **Waste Disposal**

- 7.3.15 The Catering Partner must manage and dispose of waste products, materials and substances arising from the supply of the goods or services in compliance with the duty of care under section 34 of the Environment Protection Act 1990 and other relevant regulations.
- 7.3.16 The Catering Partner must follow industry best practices which result in the least impact on the environment; reducing waste by, for example, separating recyclable waste from waste going to landfill or incineration; and separating non-hazardous from hazardous waste.
- 7.3.17 The Catering Partner must actively promote programmes that encourage the reduction in the amount of waste that is generated. The Catering Partner must reduce the amount of waste produced from meals not consumed and waste more generally. The Council encourages recycling and waste minimisation; and expects the Catering Partner to do the same.
- 7.3.18 Wherever practicable the Catering Partner must avoid the use of single-use plastics and packaging, as well as disposable cutlery, plates and cups; and must actively encourage innovative ideas such as 'Bring your own mug' or the 'Refill' scheme. Where disposables are used then they must be made from environmentally friendly products or must be able to be easily recycled.
- 7.3.19 Items such as milk, condiments and sauces must be served in re-usable containers where it does not compromise food safety.
- 7.3.20 Refuse must be collected by the Catering Partner and removed to the designated area, where it must be put into appropriate containers for recycling or disposal as refuse. Waste materials must not be stored elsewhere on the sites.
- 7.3.21 The Council shall make available for use by the Catering Partner external bin stores at the Royal Pump Rooms (with space for 2 typically sized refuse containers and 1 typically sized recycling container) and at the Restaurant In The Park (with space for 2 typically sized refuse containers). All waste must only be stored in appropriate containers. Containers must be kept locked and secured in the bin stores at all times in order to reduce the risk of pest infestation and arson.
- 7.3.22 The Catering Partner must ensure that appropriate measures are in place for the regular collection and disposal of all waste and recyclable materials.
- 7.3.23 The Catering Partner must ensure that cooking oils, fats and chemicals are disposed of safely and appropriately and recycled whenever practically possible.

# **Maintenance & Repairs**

7.3.24 The Catering Partner is responsible for all cosmetic decoration, maintenance and repairs to equipment, fixtures and fittings. The Catering Partner must ensure that suitable maintenance plans are in place (for example fixtures & fittings, electrical appliances, lights, extractor fans, furniture) including a fault log and repair/replacement procedure.

- 7.3.25 The Catering Partner has a duty to take proper care of the equipment provided by the Council and to return it at the end of the contract in good condition, subject to fair wear and tear. The Catering Partner must ensure that the premises and heavy equipment are maintained such as to comply with the appropriate legislation and manufacturers recommendations and to enable the Catering Partner to carry out its duties and responsibilities in relation to the Contract.
- 7.3.26 All damage to the fabric of the buildings must be reported to the Council as soon as reasonably practicable.
- 7.3.27 Any interior decoration carried out by the Catering Partner requires advance written authorisation from the Council. Due to the listed nature of the Royal pump Rooms it may be necessary for the Catering Partner to use specialist, Heritage contractors.
- 7.3.28 It will be the responsibility of the Catering Partner to maintain an inventory of heavy and light equipment, to be updated as changes are made or at least on an annual basis.

# **Heating & Lighting**

- 7.3.29 Energy at both sites is managed by the Council using a centrally controlled Building Management System. A comprehensive list of all events and opening hours must be provided to the Council's Energy Management Team in advance so that the heating may be pre-programmed.
- 7.3.30 The Catering Partner shall endeavour to reduce energy usage as much as possible.

# Security

- 7.3.31 The Catering Partner must comply with all security requirements placed upon them by the Council, including the vetting of all staff members.
- 7.3.32 Non-public areas must be kept secured at all times and the Catering Partner shall make all reasonable efforts to prevent unauthorised access to the sites.
- 7.3.33 The Catering Partner must ensure that all security arrangements for each facility are understood and adhered to by all catering and events staff.
- 7.3.34 The Catering Partner's staff may be issued with intruder alarm codes, door entry codes, keys and electronic fobs in order to gain entry to the facilities. An accurate register must be kept of which individuals are issued with what means of entry. The Council must be notified immediately of any leavers or issues which may impact on the security of the wider building.
- 7.3.35 Any individual carrying out security activities on behalf of the Catering Partner at the premises (for instance controlling access to events through door supervision or preventing outbreaks of disorder) must be licensed by the Security Industry Authority. It is recommended that security personnel be sourced via the SIA's Approved Contractor Scheme.
- 7.3.36 The Catering Partner must provide the Council with the emergency contact details for site managers who are nominated to attend site during out of hours emergencies.

# 7.4 FINANCIAL

#### **Financial Records**

- 7.4.1 The Catering Partner must maintain full and proper books of accounts and supporting documents which will be available for inspection and audit by the Council or other nominees at any time.
- 7.4.2 The Catering Partner must also be responsible for providing accurate financial reporting relating to key financial and reporting performance indicators. The Catering Partner must provide to the Council a monthly trading statement showing details of income and expenditure.
- 7.4.3 The Catering Partner must provide all necessary IT hardware and software to support the running of the facility, including suitable EPOS and accounting systems.
- 7.4.4 All Café transactions must be processed through the Catering Partner's tills. Records are required of the daily transaction count in all service points with till(s) including a separate count for each period.
- 7.4.5 Payment for use of the services must be collected from customers either at till points or via a member of the Catering Partner's staff on the floor. Cash and credit/debit card payment methods must be available for customers in all locations.

# **Catering & Events Concession**

- 7.4.6 The Council requires a deposit, based upon 6 months estimated concessionary fee, which will become owed upon commencement of the contract and due to be paid on 1<sup>st</sup> July 2019.
- 7.4.7 The value of the deposit is £22,500.00. It will be held by the Council until the expiry of the agreement.
- 7.4.8 The Catering Partner will pay the Council a concession for the licence to operate the venues. This fee is based on a percentage of the total quarterly turnover. The Catering Partner must provide detailed evidence of all (gross) income to the Council within 14 days of the end of the previous quarter. This must be provided electronically and include all declared income and calculate the commissions owed.
- 7.4.9 Invoices from the Council must be paid in full by the Catering Partner within 14 days
- 7.4.10 The Commission due to the Council is calculated as a percentage of gross revenue, as follows:

# **CATERING**

5% of Royal Pump Rooms Café catering gross revenue charges

5% of gross revenue charges for catering provided in the Restaurant in the Park

# <u>EVENTS</u>

15% of hire charges related to the Royal Pump Rooms (including the Assembly Rooms and Annexe)

15% of hire charges related to the Restaurant in the Park

# **Service Recharges**

7.4.11 The Catering Partner will be invoiced for all service / utilities charges by the Council in advance, on a quarterly basis. Those charges will be estimated using the previous year's actual figures. After the final quarter, the Council will calculate any adjustment and invoice / refund any difference between the estimated charges and the actual. The total annual cost of the service charges is dependent upon usage.

- 7.4.12 These service charges include a proportion of the operational costs, including CCTV, business rates and the cleaning of the shared communal areas in the Pump Rooms and monthly window cleaning.
- 7.4.13 Utilities for the two sites are metered and directly recharged on a quarterly basis. The electricity, gas and water charges for both sites are calculated retrospectively on metered, actual usage.
- 7.4.14 Telephone charges are calculated on actual usage.
- 7.4.15 PRS charges are based on the returns that the Catering Partner provides to the Council at the end of each quarter.
- 7.4.16 It is expected that all other associated costs of operating the business not listed here would be paid directly by the Catering Partner. For example, the cleaning of the Restaurant in the Park and the Annexe, Assembly Rooms and Café would not be provided by the Council. The Catering Partner is responsible for all service levels agreements relating to the business.

# **Ad-hoc Charges**

- 7.4.17 Any other one-off costs incurred by the Council which are directly attributable to the Catering Partner (such as repairs to equipment or ad-hoc cleaning) will be re-charged retrospectively on a quarterly basis.
- 7.4.18 Any claim for payment from the Catering Partner should be forwarded to Contract Manager for scrutiny and approval, who shall, when the claims are found to be correct, certify the amount due for payment to the Catering Partner.

# 8. KEY PERFORMANCE INDICATORS

The performance of the catering and event concessions contract shall be monitored by the following Key Performance Indicators:

# **8.1 THE CUSTOMER OFFER**

- 8.1.1 The Catering Partner must maintain a minimum of 80% of all customer feedback as positive (rated by the customer as 'good' or 'excellent').
- 8.1.2 The findings of the Customer Experience Audit against Service Level expectations
- 8.1.3 The growth of events the number and type of events, event attendance
- 8.1.4 Café and Restaurant in the Park footfall figures

# 8.2 FOOD SAFETY & QUALTY STANDARDS

- 8.2.1 A minimum of a 4\* hygiene rating must be maintained by the Catering Partner throughout the duration of the Term.
- 8.2.2 The findings of the Food Safety & Quality Audit against Service Level expectations

# 8.3 HEALTH & SAFETY & COMPLIANCE

- 8.3.1 The findings of the Health & Safety Audit against Service Level expectations
- 8.3.2 The findings of the Equipment Inventory & Condition Audit against Service Level Expectations

# 8.4 FINANCIAL

- 8.4.1 The Commission paid to the Council performs to the levels of the Specification
- 8.4.2 Commission and Recharges invoices are paid within 14 days