



WARWICK DISTRICT COUNCIL

MINIMUM OPERATING STANDARDS (SPECIFICATION)

For

**A Contract with Warwick District Council for the Management of the
Council's Leisure Centres**

**From 1 May 2017 to 31 March 2027 (with a possible extension to 31
March 2032)**

Volume 2

**Prepared for Warwick District Council by
Strategic Leisure Limited ©**

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1. BACKGROUND

INTRODUCTION

- 1.1 Warwick District Council (WDC) (the Council) has decided to review its existing leisure management arrangements and develop a modern, best practice partnership for the management, operation and development of the Council's leisure facilities.
- 1.2 Seven main documents underpin the overall WDC Strategic Vision. These are:
- **Fit for the Future (Corporate Vision/Strategy) 2013;**
 - **WDC Financial Review and Context 2014;**
 - **WDC Sustainable Community Strategy 2013;**
 - **Draft New Local Plan (in the process of being developed);**
 - **WDC Indoor Leisure Facility Strategy, Needs and Evidence base 2013;**
 - **WDC Sports and Leisure Vision and Principles 2013;**
 - **WDC Leisure Options Appraisal – August 2014.**
- 1.3 Local demographic factors and planning proposals have also been reflected in developing this Strategic Vision.

THE EXISTING WDC FACILITIES

- 1.4 WDC currently operate facilities and services in the towns of Royal Leamington Spa, Warwick and Kenilworth, which comprise the following facilities:

ROYAL LEAMINGTON SPA FACILITIES:

NEWBOLD COMYN LEISURE CENTRE

- 1.5 The Centre was opened in 1990 with a Gym and Health Facilities being added in 1998 & 2011 with a new flume being installed in 2013
- 1.6 Newbold Comyn Leisure Centre comprises the following facilities:
- **6 lane x 25m pool**
 - **Leisure Pool with Flume**
 - **40 station fitness suite**
 - **1 Studio**
 - **Vending area**
 - **Reception**
 - **Changing rooms and toilets**
- 1.7 The centre has 216,615 visitors per annum; a sample programme is included at Appendix 2.

WARWICK FACILITIES:

ST NICHOLAS PARK LEISURE CENTRE

1.8 Opened in 1983, with the all-weather pitch added in 1990 (resurfaced in 2004) and a sports hall refurbishment in 1993, St. Nicholas Park Leisure Centre comprises the following facilities:

- **6 lane x 25m pool**
- **6 badminton court sports hall**
- **Climbing wall**
- **28 station fitness suite**
- **1 studio**
- **1 x full-size All-Weather Pitch, floodlit (sand-dressed)**
- **Vending area**
- **Reception**
- **Changing rooms and toilets**

1.9 The centre has 122,041 visitors per annum; a sample programme is included at Appendix 2.

JOHN ATKINSON SPORTS CENTRE

1.10 Opened in 2007, John Atkinson Sports Centre is a dual-use site; there is an existing dual use agreement with Myton School (See appendices 5 and 5a) and the Centre comprises the following facilities:

- **4 badminton court sports hall**
- **1 studio**
- **1 x full-size All-Weather Pitch, floodlit (3G)**

1.11 The centre has 44,132 visitors per annum; a sample programme is included at Appendix 2.

KENILWORTH FACILITIES

ABBEY FIELDS SWIMMING POOL

1.12 The Centre opened in 1986, with various refurbishments and improvements made throughout the 90's and 00's and a full changing room refurbishment & poolside retiling in 2012.

1.13 Abbey Fields Swimming Pool comprises the following facilities:

- **4 lane x 25m pool**
- **Outdoor lido**
- **5 tennis courts**
- **Vending area**
- **Reception**
- **Changing rooms and toilets**

1.14 The centre has 91,183 visitors per annum; a sample programme is included at Appendix 2.

MEADOW COMMUNITY SPORTS CENTRE

1.15 The Meadow Community Sports Centre is a dual-use site, which opened in 2000. There is an existing dual-use agreement with Kenilworth School (See Appendix 3). The Centre comprises the following facilities:

- **4 badminton court sports hall**
- **1 x full-size All-Weather Pitch, floodlit (3G)**

1.16 The Centre has a throughput of 33,625 visits per annum; a sample programme is included at Appendix 2.

CASTLE FARM RECREATION CENTRE

1.17 Castle Farm Recreation Centre opened in 1985 with an extended 4 court sports hall and gym being added in 1995 and it comprises the following facilities:

- **4 badminton court sports hall**
- **18 station fitness suite**
- **Multi-purpose room**

1.18 The Centre has 42,242 visits per annum; a sample programme is included at Appendix 2.

1.19 All facilities are currently managed in-house. Two of the facilities, John Atkinson Sports Centre & Meadow Community Sports Centre each have a dual-use arrangement. These dual-use agreements are included in Appendix 3. Tenderers should note that it is likely that both the existing agreements will be re-negotiated during this procurement period, to reflect current operational practices. Tenderers will be advised of any changes to be made to these agreements during the tender process, and the final basis on which their financial offer should be made.

1.20 For all facilities the contract excludes all landscaping, exterior planting, irrigation, drainage, exterior lighting, street furniture and perimeter fencing. The contract **includes** litter picking of some car parks, plus the management of all-weather pitches where specified.

1.21 The Council's intention is that the leisure facilities covered by this contract will deliver high quality services to the local community at an affordable price and is therefore seeking a 'true' partner for the future development and delivery of leisure provision in the District. For the avoidance of doubt, this specification applies to the facilities located in Royal Leamington Spa, Warwick and Kenilworth as listed in the detailed descriptions in Paragraphs 1.5 to 1.18 above.

1.22 The recent Leisure Facilities Options Appraisal (now the Leisure Development Programme) identifies a series of opportunities to extend and re-model the main leisure facilities – specifically at Newbold Comyn and St Nicholas Park Leisure Centres.

1.23 These opportunities inform the facility development options not just in terms of the individual sites, but across the overall facility portfolio. In other words, each development option addresses the specific needs of each individual facility, but also links to, and complements, the other developments, to improve indoor leisure facility provision as a whole across the district.

1.24 The changes set out below would create critical income generating opportunities which mean that not only would provision be updated to meet modern-day user expectations, but it would deliver improved quality and enhanced value for money.

- **Newbold Comyn Leisure Centre**
Relocation of wet-side changing room to create new village changing with pool level access
100 station fitness suite to include male and female change, sauna, and steam
New 2 x studios and 1 dedicated spinning studio
New 4 court sports hall
New entrance extension to include 50 seat café, servery and kitchen; new reception desk
Clip and Climb climbing facility
- **St Nicholas Park Leisure Centre**
New entrance/reception area
New wet-side village changing
80 station fitness suite
New 2 x studios and 1 dedicated spinning studio
Creation of 1 additional outdoor changing room to serve outdoor pitches

- 1.25 These development options to improve and enhance the existing facilities are recommended (indicative total project cost £11,981,000). The Council's intention is that these works will be completed prior to/on occupation of, the facilities by the Contractor.
- 1.26 The identified opportunities reflect the agreed priorities for investment and development in the 2014 Indoor Leisure Facility Strategy. It is anticipated that significant investment will occur in the Kenilworth area as a Phase 2 to the currently planned developments.

PROPOSED FACILITY DEVELOPMENTS

KEY DATES SCHEDULE

- 1.27 Key dates the Tenderer should be aware of in relation to this procurement process are:

Activity	Target Date
Procurement process commences	1 st July 2016
Selection of preferred partner	1 st October 2016
Negotiation with preferred partner	1 st October 2016–1 st February 2017
Contract award	1 st February 2017
Mobilisation phase	1 st February 2017 – 1 st May 2017
Contract commences	1 st May 2017

SUMMARY

- 1.28 This Services Specification outlines the minimum standards by which the Contractor will deliver the Services. The submitted Method Statements to be provided by the successful Tenderer are included in the Contract and supplement the Services Specification. These are detailed in the ITT, Volume 1.

2. SPECIFICATION OF SERVICES

PART 1 - INTRODUCTION

- 2.1.1. The Contractor will work in partnership with the Council's designated officer at all times, to ensure that the Council's services meet community need and contribute to achievement of the Council's corporate priorities.
- 2.1.2. The Contractor will co-ordinate the provision of the Services with those being provided by local, regional and national partners.
- 2.1.3. This Specification makes reference to other complementary documents including;
- **The Contract**
 - **The Lease**
 - **Associated Appendices and Schedules**
- 2.1.4. The Contractor must adhere to the minimum operational standards at all times during the Contract Period.
- 2.1.5. The Contractor shall inform the Council's designated officer of any recommendations that the Contractor may have for improving, amending or modifying the Services and any such improvements, amendments or modifications will be dealt with in accordance with the Specification and the Contract.
- 2.1.6. The Contractor shall manage and carry out all operational aspects of the Facilities and Services in accordance with this Services Specification and the Agreement [and other associated documentation identified and/or referred to in either document].
- 2.1.7. For many of the minimum requirements detailed below there is a specific reference to Quest and the relevant criteria. For the avoidance of doubt the definition of "Quest" means the UK Quality Scheme for Sport and Leisure of the same name (supported by, inter alia, Sport England) or any successor scheme thereto that is supported by Sport England (or its successors) and recognised as a satisfactory replacement by WDC.
- 2.1.8. Without prejudice to the express requirements in this Service Specification and as an independent and additional obligation, it is expected that the Contractor will work to the best practice principles outlined in the Quest framework and it will be a contractual requirement to achieve Quest Accreditation (Facility Management model) at the Quest Plus level within 24 months of the operational Commencement Date, and to maintain this throughout the Contract Period for all facilities. The National Benchmarking Service will be implemented in the first instance within 36 months of the commencement of the contract and at 2 yearly intervals thereafter at no additional cost to the Council.

PART 2 - CUSTOMER RELATIONSHIP MANAGEMENT

DEFINITIONS

“User Satisfaction Survey” means a survey of all groups/individuals/clubs using the facilities, to gauge their satisfaction with the services, facilities and programmes provided.

“User Satisfaction Survey Date” means the date the survey will be undertaken in the first year of operation, and each and every anniversary of such date during the Contract Period.

BACKGROUND

- 2.2.1. The Contractor shall implement customer relationship management processes, techniques and standards based on the Quest Management Core Issue People 1, Quest Plus 6, or a recognised similar process such as loyalty metrics e.g. Net Promoter survey and customer expectations.

SERVICE REQUIREMENTS

- 2.2.2. The Contractor shall implement the Plan as submitted in their **Method Statement 3 – Customer Care and Customer Engagement**. This plan will demonstrate that customer care and knowledge and awareness of equality and diversity issues will be a key element of the personal development for all Staff.
- 2.2.3. The Contractor shall undertake a User Satisfaction Survey across the whole of the activity spectrum covering all activity groupings during a rolling 12 month period. The results will be part of the annual WDC Contractor performance review
- 2.2.4. The User Satisfaction Survey results for the relevant year shall be provided to the Council's designated officer not less than one month prior to each Annual Review. The Contractor shall ensure that a copy of the results is displayed within each of the Facilities comprising this contract, where they are reasonably visible by Users.
- 2.2.5. The Contractor shall implement a User Forum at each of the Facilities comprising the contract by selecting a sample of those people responding to the survey and representatives of Clubs to form a User Forum.
- 2.2.6. This Forum shall be held at least twice a year. The Forum will be used to discuss service improvement issues. The Council reserves the right to have a representative at these meetings.
- 2.2.7. The Contractor shall ensure that User feedback, performance trends and planned service improvement activity will be clearly displayed in User areas within each of the Facilities comprising the contract.
- 2.2.8. The Contractor will work with any consultative/user groups as set out in **Method Statement 3 – Customer Care & Customer Engagement**.
- 2.2.9. The Contractor shall include within its **Method Statement 3 – Customer Care & Customer Engagement** details of customer relationship management proposals and terms of reference of the User Forum identifying as a minimum;
- **The review process of the performance of the Agreement against targets**
 - **Summary of User comments/complaints**
 - **Review of the activity programmes**

- **Operational remit of the User Forum**
- **User Board representation proposals**
- **Frequency of meetings at least twice a year.**

2.2.10. The Contractor will implement and maintain a documented system for receiving and recording written and oral User comments, based on the Quest Management Core Issue People 1, Quest Plus 6 and customer expectations.

2.2.11. This User comment system will include the provision of user-friendly customer comment cards, pens and boxes clearly available in appropriate locations at the Facility and email/internet facility for transmission of comments.

2.2.12. The Contractor will report customer comment trends and other customer feedback to the Council's designated officer on a six monthly basis, which will then be reviewed as part of the annual contractor review.

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PART 3 - FACILITY OPENING HOURS

- 2.3.1. The Contractor will ensure that the existing WDC facilities listed above should be available for use by Users according to the **minimum** opening hours set out below:

NEWBOLD COMYN, ABBEY FIELDS, ST. NICHOLAS PARK	
DAY	MINIMUM OPENING HOURS (I.E.: PUBLIC ACCESS)
Monday	06.30am – 21.30pm
Tuesday	06.30am – 21.30pm
Wednesday	06.30am – 21.30pm
Thursday	06.30am – 21.30pm
Friday	06.30am – 21.30pm
Saturday	07.00am – 18.00pm (later if / when events are held)
Sunday	07.00am – 20.30pm - NC (later if / when events are held)
	07.00am – 17.00pm – AF (later if / when events are held)
	07.30am – 19.30pm – SN (later if / when events are held)
Bank Holidays	0700 - 1700
Closed – Christmas Day, Boxing Day and New Year's Day	
NEWBOLD COMYN CORE LEISURE POOL OPENING TIMES:	
8am – 8pm (7 days a week)	

CASTLE FARM RECREATION CENTRE	
DAY	MINIMUM OPENING HOURS (IE: PUBLIC ACCESS)
Monday	09.00am – 22.00pm
Tuesday	09.00am – 22.00pm
Wednesday	09.00am – 22.00pm
Thursday	09.00am – 22.00pm
Friday	09.00am – 21.00pm
Saturday	09.00am – 17.00pm (later if / when events are held)
Sunday	09.00am – 17.00pm (later if / when events are held)
Bank Holidays	9am-5pm
Closed – Christmas Day, Boxing Day and New Year's Day	

JOHN ATKINSON SPORTS CENTRE & MEADOW COMMUNITY SPORTS CENTRE	
DAY	MINIMUM OPENING HOURS (I.E.: PUBLIC ACCESS)
Monday	18.00pm – 22.00pm
Tuesday	18.00pm – 22.00pm
Wednesday	18.00pm – 22.00pm
Thursday	18.00pm – 22.00pm
Friday	18.00pm – 22.00pm
Saturday	10.00am – 15.00pm (later if / when events are held) – JA 09.00am – 18.00pm - MC
Sunday	10.00am – 15.00pm (later if / when events are held) – JA 09.00am – 18.00pm - MC
Bank Holidays	Closed
Closed – Christmas Day, Boxing Day and New Year's Day	

N.B The Consortium times at John Atkinson are subject to renegotiation of Dual-use agreements at Meadow Community Centre and John Atkinson Sports Centre.

2.3.2. Specific facility operational opening times are:

FITNESS SUITE/ STUDIOS: MINIMUM OPERATIONAL OPENING HOURS:

- **Newbold Comyn & St.Nicholas:**

Monday – Friday	07.00am – 21.00pm
Saturday	08.00am – 18.00pm
Sunday	08.00am – 20.00pm
Bank Holidays	08.00am – 17.00pm
- **John Atkinson (Studio Only)**

Monday – Friday	18.00pm – 21.30pm
Sat & Sun	10.00am – 14.30pm
Bank Holidays	Closed
- **Castle Farm**

Monday – Friday	09.00am – 21.30pm
Saturday	08.00am – 16.30pm
Sunday	08.00am – 19.30pm
Bank Holidays	Closed

ALL WEATHER PITCHES: MINIMUM OPERATIONAL OPENING HOURS:

- **John Atkinson**

Monday – Friday	17.30pm – 21.30pm
Sat & Sun	10.00am – 15.00pm
Bank Holidays	Closed
- **Meadow Community**

Monday – Friday	18.00pm – 21.00pm
Sat & Sun	09.00am – 18.00pm
Bank Holidays	Closed
- **St. Nicholas (including Tennis)**

Monday – Friday	09.00am – 22.00pm
Saturday	09.00am – 18.00pm
Sunday	09.00am – 20.00pm
Bank Holidays	09.00am – 17.00pm

VARIATIONS TO THE OPENING HOURS

2.3.3. Variations to the opening hours will be considered either planned or unplanned.

PLANNED VARIATIONS

2.3.4. Planned variations may be made to the opening hours stated above provided that:

- **prior written permission has been granted by the Council's designated officer; and**
- **the Contractor has notified Users at least 28 days before the variation is introduced.**

UNPLANNED VARIATIONS

- 2.3.5. Unplanned variations to the opening hours may occur due to an emergency situation, the breakdown of equipment or other unforeseen circumstances. These shall be reported to the Council's designated officer within 12 hours of the incident. Users shall be notified as soon as is practically possible. This will normally be on the actual date of occurrence. Unplanned variations may be subject to Service Improvement Notices and or Default points.

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PART 4 - PROGRAMMING

DEFINITION

“Activity Programme” means the activities included within the example document entitled “Current Programme and Regular Bookings” set out in Appendix 1 to this Service Level Specification, as amended from time to time in accordance with this Service Level Specification, and the Contractor’s **Method Statement 4 - Programming and Sports Development**.

“GP Referral Scheme” means a partnership scheme operated with local GPs and/or the Clinical Commissioning Groups (CCGs). (See Appendix 8 for details of the WDC Scheme, operated in partnership with Warwickshire County Council, and Nuneaton and Bedworth Leisure Trust).

BACKGROUND

- 2.4.1. The Contractor will maintain a balance between casual bookings, pay and play activities, programmed courses, club use, school use and events in accordance with the Quest Management Core Issues Plus 1, 2, 4, 5 and 10. A minimum 10% of courts between 6 – 10pm Monday to Friday should be available for casual use. There is no restriction at other hours.
- 2.4.2. It is WDC’s expectation that the contractor will accommodate the current clubs and regular bookings at the Facilities for the first 12 months following Contract commencement but following this period it is not a mandatory requirement (See Appendix 4 for current list)). If the current clubs and regular bookings are retained, the Contractor should note that it is permissible to change the time of existing bookings as part of the new programme to be delivered. Where possible outdoor artificial pitches should be used to accommodate 5 a side football and/or Hockey, which should enable the sports hall to be used for other sports and physical activity.

SERVICE REQUIREMENTS

- 2.4.3. The Contractor shall develop and implement an Activity Programme at all the facilities covered by this contract in line with the requirements of 2.4.8 to 2.4.13 below, and review annually with the Council’s designated officer. The Activity Programme provided in Appendix 2 is an example of the current activities provided, and should be used as a guide only.
- 2.4.4. Negotiation over future hiring periods may take effect at any time during the initial twelve-month period and changes may be agreed and introduced where physical changes to the buildings agreed upon with the Council’s designated officer result in enforced changes to the programme.
- 2.4.5. No bookings will be contracted for a period of more than 12 months, except where specified.
- 2.4.6. The exception is that if for operational reasons the specific activity (e.g. a programmed activity) is being substituted for an alternative programmed activity (e.g. step aerobics to body pump) then prior written approval is not required. However, the change in the activity should be reported to the Council’s designated officer as part of monthly, six monthly and annual Programmes of Use reports.
- 2.4.7. The bookings for the Disability swimming club must be protected beyond the 12 months; no change to this booking to be imposed on the club without Council permission.
- 2.4.8. The Contractor must store equipment for fencing and climbing and swimming club(s) (within reason).

SWIMMING PROGRAMME

- 2.4.9. The Contractor will operate the learn-to-swim programme, which will complement swimming club activities. The learn-to-swim programme will adhere to the requirements of the ASA National Plan for Teaching Swimming and the standards outlined in the ASA's Aquamark Award or, as a minimum, follow a similar framework such as STA or a Contractor's ASA/STA accredited scheme. The Contractor's swimming programme should seek to achieve a balance between increasing income, development of swimming ability in children and adults, casual aquatic activities and optimising pool space.
1. Junior Lessons will be restricted to Mon – Fri 4 – 6pm and Sat 9 – 12noon
 2. Any proposals to add junior lessons outside of these hours must be agreed with the Council
- 2.4.1. Swimming Clubs will be permitted to deliver any learn to swim lessons targeted at non swimmers, beginners and improvers and will be allowed to provide developmental lessons for intermediate to advanced level swimmers, by prior arrangement with the Contractor and the Council.
- 2.4.2. The Contractor's programme shall include the provision of a balanced programme of coached sessions, co-ordination and links with sport development programmes, and links with local clubs and schools. One to one lessons cannot take place in the protected "public" water space (see 2.4.3 below).
- 2.4.3. The Swimming Programme developed must allow for public access to the main pool, so that at least half the pool (lengthways) is available for at least 7hrs a day Monday to Friday, at least 4hrs on a Saturday and at least 7hrs on a Sunday.

SCHOOL SWIMMING

- 2.4.4. Specific usage periods are currently made available in the pools for school swimming sessions. These times are protected. If the number of schools using the Facilities changes significantly from one term to another then the Contractor may amend these times and cater for other Users for that term only, with the prior approval of the Council's designated officer.
- 2.4.5. All existing school swimming lesson bookings for the next academic year from the start of the Contract will be honoured. Beyond that all primary schools in the district are offered the opportunity to have water space at a time to be negotiated with the Contractor. School swimming lesson bookings are invoiced termly, in advance.
- 2.4.6. All schools using the Facilities for swimming lessons must use the centre swimming teachers or their own teachers who hold at least ASA Level to deliver swimming lessons. Centre Lifeguards must be used and will be charged. Schools will only be permitted to use their own lifeguards if qualified to a minimum of Level 1 RLSS Rescue Test certificate

HOLIDAY PROGRAMMES

- 2.4.7. The Contractor shall provide a range of 'taster/introduction to sport' sessions, comprising as a minimum football, basketball, multi-sports, and swimming, and fun holiday activities for children during all major school holiday periods, with the exception of Christmas periods, and link in with WDC's Get Active programme. Where necessary, the Facility shall be OfSTED registered with appropriately qualified staff. The Council runs a Get Active programme of activities and currently there are programmed holiday activities for young people at the Facilities. Holiday activities will be delivered across the District and will promote sport and physical activity as their core objective.

OTHER PROGRAMMING

- 2.4.8. The Contractor is required to create a balanced activity offer that will address the needs of the Equalities Act and all communities:
- 2.4.9. The Contractor will be required where possible to provide sports and leisure activities, which the Council's designated officer considers address the needs of minority communities in the District, to encourage and facilitate participation.
- 2.4.10. The Contractor will be expected to implement, as part of their programme, sports development initiatives, which will comprise programmes for basic skills development (especially for young people), promoting participation, improving performance and developing excellence, and with delivery specifically targeted towards young people and adults with disabilities.
- 2.4.11. The Contractor should also reflect the following principals in the programming of the facility:
- **The use of the sports hall is to be predominantly for indoor activities other than football, which should take place on the outdoor pitches**
 - **Use by schools should be encouraged;**
- 2.4.12. The Contractor should also note the following programming requirements of the Council:
- **Free use of Castle Farm Sports Centre, if required for the purposes of acting as a Polling Station including overnight Election counting.**
 - **Freedom to operate and develop the WDC GP Referral scheme (provision of individual/group fitness, swimming and other sessions)**
- 2.4.13. The Contractor shall support the existing GP Referral Scheme which takes place at the Centres and is run under contract by Nuneaton & Bedworth Leisure Trust who run a Warwickshire-wide scheme which has seen 501 attendances at the Centres (up until March 2015). (See Appendix 8)

FITNESS SUITE

- 2.4.14. Tenderers should ensure that the fitness suite equipment provides the capability for personal fitness programme development and recording, to enable individuals to set and monitor their fitness levels and achievements. The Contractor should, in addition, provide accessible gyms and aim to achieve the minimum level of Inclusive Fitness Initiative (IFI) accreditation within 1 year of contract start in agreement with WDC. This level should be maintained as a minimum throughout the Contract period.

CLIMBING WALL

- 2.4.15. St. Nicholas Park Leisure Centre provides a climbing wall facility, and this will be operated by the Contractor, or a Contractor-proposed sub-contractor approved by WDC prior to commencement of arrangements. The Contractor will be required to ensure that suitability qualified staff are in attendance at all times during instruction. The overall maintenance of the climbing wall will be agreed by the Contractor with WDC, and together with any warranties, will be paid for by the Contractor. The Contractor should allow the Club bookings for the 12 months shown elsewhere. They may run courses or pay and play climbing sessions, but all staff should be suitably qualified.
- 2.4.16. It is anticipated that a climbing wall facility will be provided at Newbold Comyn Leisure Centre as

part of the planned refurbishment programme for which the above will apply. This will be a 'Clip and Climb' facility, and should be operated to the guidance and regulations provided with this product, including the required number of suitably qualified staff.

COMMUNITY/SPORTS DEVELOPMENT

- 2.4.17. The Contractor will be expected to work in conjunction with the Council's designated officer to assist the achievement of WDC set targets for sport development and should submit an annual Community/Sports Development plan to WDC for information.
- 2.4.18. The Contractor should designate an officer to be its representative for sports development and notify the Council in writing at the commencement of the Contract, the name of this person and thereafter any changes.
- 2.4.19. The Contractor will meet with the Council's designated officer to discuss the Contractor's and Council's further proposals, actions and staff coaching/training initiatives for sports development and sports equity. Where appropriate, other agencies should also be present at these meetings. This will ensure that a co-ordinated approach can be maintained. It is envisaged that representation at the Coventry, Solihull & Warwick Sports Partnership (CSP) meetings, County Sports Development Officer forum and Coventry, Solihull and Warwickshire Association of Leisure Officers by the Contractor could be required.
- 2.4.20. The Contractor will be expected to co-operate and work in partnership, where reasonable, with the Council's designated officer, in carrying out projects and initiatives of the Council and/or other key partners.
- 2.4.21. The Contractor is also expected to work with the Council's designated officer to address identified health inequalities in the District, and contribute to reducing obesity, and increasing levels of physical activity.
- 2.4.22. There is no requirement from the Council for regular free or subsidised use for Council initiatives but the Contractor is expected to support and honour current arrangements for the WDC Sporting Stars talented athletes programmes and the Sport Development – "Learn to" programmes, which deliver Junior Sports Coaching across a range of sporting activities.
- 2.4.23. The Tenderer should set out in **Method Statement 4 - Programming and Sports Development** his detailed proposals for Junior Coaching Programmes, Sporting Stars, holiday programmes, day to day programmes in all facilities, sports development programmes and courses.

EVENTS

- 2.4.24. There are a number of existing events held at the Centres, which will continue to be organised:
- **Midland Masters Swimming Gala**
 - **NASCH (National Association of Swimming Clubs for the Handicapped) gala**
 - **Regional Tennis and Badminton events**
 - **Regional Table Tennis events**
 - **KHALSA Club National League and Cup Hockey matches (these will be protected as for any other Club for 12 months but after that matches need to be booked to suit Club requirements)**

2.4.27 The Contractor will be required to arrange to host and staff these events in consultation with the Council's designated officer. All income (minus the costs of booking the venue and staffing the event which will go to the Contractor), will be allocated to the Event Organiser in accordance with their agreement with the Contractor.

2.4.28 The Contractor should note that the following should not be held/allowed or promoted in any of the leisure centre facilities without the explicit agreement of the Council's designated officer:

- **Animal shows**
- **Sexually explicit entertainment**
- **Alcohol, Tobacco or Adult products**
- **Political events/products**
- **Racism related events**

PART 5 - FEES AND CHARGES

DEFINITIONS

“CPI” has the meaning given in Schedule xxx of the Draft Contract;

“**Fees and Charges**” means fees and charges as illustrated in Appendix 2 to this Specification, as adjusted from time to time in accordance with paragraphs 2.5.5 to 2.5.7 inclusive of this Specification.

SERVICE REQUIREMENTS

- 2.5.1. The Contractor shall review the example provided of the Council's existing Fees and Charges at Appendix 5, implemented since 1st January 2015 in developing their **Method Statement 5 – Fees and Charges**. The Council wishes the Contractor to set Fees and Charges for all activities provided, on the basis of local market forces with the exception of those that the Council will approve in 2.5.6 below; Appendix 5 provides an illustration of current prices as a guide only.
- 2.5.2. In **Method Statement 5 - Fees and Charges**, the Contractor should ensure the following is submitted:
- 2.5.3. Fees and charges proposals based on 2016 plus CPI allowing for CPI from January 2017 and increasing concurrently, year on year. The Contractor shall implement the agreed Fees and Charges for each Contract Year of the Contract Period (these will include the fees agreed with the Council)
- 2.5.4. The Contractor shall operate the booking system agreed with WDC and must participate in the concessionary pricing schemes. Any other scheme that WDC intends to introduce will be discussed with the Contractor prior to implementation.
- 2.5.5. The Contractor shall offer the following discount or concessionary schemes at the Facilities from the commencement of the Contract, and during the Contract Period. [The extent of the discount/concession will form part of the Contractor's annual proposals]:
- **Those with a Disability**
 - **Those in receipt of state benefit**
 - **GP Referral clients (based on scheme)**
 - **Junior (5 – 16yrs)**
 - **Seniors (of state pension age)**
 - **Students – Full time of any age; any student under 25yrs**
 - **Sporting Stars scheme – 8 to 18 year olds who have represented county in last 12 months**
- Free
- **Carers**
 - **Children under 4yrs**
-
- **A Facility Membership Scheme, available to the public**
 - **Reduced rates for club block bookings**
- 2.5.6. Contractors should note that the following **core products and prices** are to be reviewed in

September annually for Council approval and implementation from the following January: these prices will be linked to CPI each year from the start of the contract:

- **Adult Swim**
- **Concessionary Swim**
- **Badminton Court per hour**
- **Half AWP per hour (including floodlights when necessary)**
- **GP Referral session**

2.5.7. Any other prices and products may be reviewed and prices changed at any time of the year by the Contractor and these do not need WDC approval.

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PART 6– CATERING, VENDING AND RETAIL

- 2.6.1. The Contractor shall implement their proposals for the delivery of a catering and vending service for the Facilities, based on the requirements below, and as detailed in their **Method Statement 6 – Catering, Retail and Vending Services**.
- 2.6.2. The Contractor should note the following catering services are required:
- **Maintain as a minimum provision of hot drinks, cold drinks and snacks at St Nicholas Park and Newbold Comyn Leisure Centres; cold drinks and snacks at Castle Farm. Minimum provision should comprise one healthy option in each product category**
 - **Provision of further catering at Newbold Comyn is optional; the Contractor may submit proposals if he so wishes**
 - **Appropriately located water fountains in all facilities.**
 - **There is no catering service required at Abbey Farm, where an existing contract for the provision of cafeteria services will be novated to the Contractor.**
- 2.6.3. All tea and coffee served should include a Fairtrade, or Fairtrade equivalent, option.
- 2.6.4. Any catering service provided at Newbold Comyn Leisure Centre will offer a service for centre users, children's parties held at the centre and all events. The catering service will also be accessible to users of the adjacent Park.
- 2.6.5. The Contractor must ensure the catering service is open during the minimum opening hours as per their **Method Statement 6 – Catering, Retail and Vending Services**, to support the centre's activity programme offered.
- 2.6.6. The Contractor will not sell tobacco or nicotine-based products, alcoholic beverages, products or material likely to cause offence to Users (such as, but not limited to, pornographic or racist material) or products and material of a political nature.

VENDING

- 2.6.7. The Council currently has an agreement with a local Vending company for the provision of vending services at the Centres (machines and stock/retail) and although this agreement runs until 30/6/2018 it is expected that the Council will terminate this agreement prior to contract commencement to enable the Contractor to make their own arrangements to meet Council requirements.
- 2.6.8. The following Vending provision is currently provided at the Facilities:
- **Newbold Comyn Leisure Centre - 1 x Hot drinks; 1 x Cold Drinks (cans & bottles); 1 x Snack**
 - **St. Nicholas Park Leisure Centre – 1 x Hot drinks; 1 x Cold Drinks (cans & bottles); 1 x Snack**
 - **Castle Farm Sports Centre – 1 x Hot drinks; 1 x Cold Drinks (cans & bottles); 1 x Snack**
- 2.6.9. There is no vending provision at the other Facility sites.
- 2.6.10. No vending provision is allowed at the Dual-Use sites unless agreed by the Council's designated officer following discussion with the school

2.6.11. The Contractor will comply with all relevant Legislation and Guidance relating to the provision of vending services.

2.6.12. The Contractor is responsible for establishing a new vending contract(s) at the Facilities. The vending offer (3 vending machines) per centre should include healthy eating options, drinks and snacks. Where possible vending services will offer a range of healthy food and drink options and/or items permitted to be contained in vending machines; there should be at least one healthy option included in each category.

2.6.13. The Contractor should note there is no designated on-site storage for vending supplies.

RETAIL

2.6.14. The Contractor shall provide retail opportunities in each facility comprising the contract, for the purposes of selling/hiring a range of sports equipment/clothing/accessories. The Contractor shall detail their proposals for the location, and the scope of this service in their **Method Statement 6 – Catering, Retail and Vending Services**.

PART 7 – RECEPTION AND BOOKINGS

DEFINITIONS

“**Block Booking**” means more than one hire or recurring hire of the specific activity area within any of the Facilities comprising the contract

“**Booking System**” means the system used by the Contractor to allocate the use of an area or zone of the Facilities or the allocation for an individual Customer for an activity within the Facilities

“**One-Off Special Event**” means a booking of part or all of the Facilities for a one-off event for a sporting or recreational activity

“**Pricing Policy**” means the arrangements in Appendix 5 - Fees and Charges

SERVICE REQUIREMENTS

- 2.7.1. The Contractor will operate all reception services based on the Quest Management Core Issue People 1, Quest Plus 6 and customer expectations.
- 2.7.2. The Contractor shall ensure that there is in place a clear and easily understood Booking System for all relevant activities at the Facilities comprising the contract.
- 2.7.3. The Booking System will incorporate comprehensive terms and conditions for hire, advance booking arrangements (currently 7 days in advance), cancellation and non-attendance policies, customer information, casual booking arrangements, effective administration systems and operational information systems to record and effectively deliver all bookings. The Booking System should be the same at all facilities comprising the contract, although special arrangements may be made at the two dual-use sites if necessary.
- 2.7.4. The Contractor shall provide an online and interactive booking system with a link to the WDC website.
- 2.7.5. The Contractor will ensure that the Booking System requires the hirer to provide a safe environment for the activity and to comply with the normal operating procedures of the hired area and any relevant codes of practice and or Legislation.
- 2.7.6. The Contractor will ensure that a Club pricing policy is developed and implemented at the Facilities; this should be detailed in **Method Statement 5 – Fees and Charges**. The Club pricing policy should ensure that Clubs’ use is not unfairly subsidised in comparison to other group usage.
- 2.7.7. The Contractor shall ensure that the Booking System requires hirers to comply with the following minimum conditions for Block Bookings and One-Off Special Events:
 - **The hirer shall effect, before the date of hiring, public liability insurance cover in the name of the organisation against the organisation’s liability for a minimum of £5m and shall produce evidence of such insurance cover to the Contractor once each Contract Year or more frequently if requested by the Council’s designated officer (acting reasonably).**
 - **The hirer shall employ sufficient officials to maintain good order during the hiring.**
 - **The hirer shall comply with any licensing relating to or affecting the hiring or the use of the Facilities.**
 - **The hirer shall not use the activity area and /or the Facilities for any purpose other than**

the purpose for which such activity area and/or the Facility was hired.

- **Organisations/individuals hiring any of the swimming pool(s) will be required to use the Contractor's lifeguards.**
- **Organisations/individuals hiring the activity areas shall at all times operate and use the activity areas in accordance with best practice and National Governing Body (NGB) guidelines. Hirers shall provide evidence of relevant professional or other qualifications at the time of the booking where relevant.**
- **Hire of activity areas by organisations/individuals involving access to children, young or vulnerable persons shall be subject to the requirements of this Agreement, the Contractor's child protection policies, best practice and legislative requirements.**

2.7.8. The Contractor will ensure that at the Facilities bookings are only taken for events which are sports-related and that any commercial hires are only for sports activities and not any other commercial activity unless agreed with the Council's designated officer prior to the booking being accepted.

2.7.9. The Contractor shall include within their Method Statements their approach for the reporting and recording of faults, Service Failures or other Events which may impact on bookings and/or casual use.

PART 9 - CO-OPERATION WITH PARTNERS

- 2.9.1. The Contractor will co-operate fully with the designated officer to ensure that the Council's and Contractor's services are provided for the community in a joined-up manner. The Contractor will co-operate and co-ordinate the provision of the Services with the services being provided by local, regional and national external and internal partners (see paragraph 2.4.19 above).

PART 10 – HUMAN RESOURCES

DEFINITIONS

“**Contract Manager**” means the member of Staff appointed by the Contractor satisfying the criteria set out in clause xx of the Contract. The Contract Manager is responsible for the overall management of the Facilities and the Services comprising the contract.

“**Duty Manager**” means the person or persons appointed as such by the Contractor for the management of the Facilities. The Duty Manager will be the senior member of staff on duty, responsible for the health and safety of staff and customers. He/She should be a suitably qualified and experienced person ie holding appropriate managerial and health and safety qualifications – degree or equivalent, IOSH (Institution of Occupational Safety and Health) Competent Person Training certification, Pool Plant Operator training certification, DBS certification.

BACKGROUND

- 2.10.1. The Contractor shall plan, manage and develop staff based on the Quest Management Issue STAF 1, 2, 3, the Investors in People Standard (Bronze or above in line with Council practice); IQL, industry-recognised fitness qualifications and any other relevant industry qualifications.

SERVICE REQUIREMENTS

- 2.10.2. The Contractor shall ensure that all Facilities are staffed with a suitable level of competent Staff during the Opening Hours of public use and at all times in accordance with **Method Statement 1 – Staffing**, the requirements of National Governing Bodies (NGB's), the management of Health and Safety in Swimming Pools and relevant industry best practice.
- 2.10.3. The Contractor shall, at all times, operate an effective management structure with clear responsibilities and lines of communication.
- 2.10.4. The Contractor shall appoint and maintain at all times a Contract Manager to manage the Facilities and the Services and who shall be in overall control and responsible for the operation of the Facilities comprising the contract and provision of the required Services.
- 2.10.5. The Contractor shall ensure that the Contract Manager shall attend such meetings with the Council's designated officer as the Council's designated officer may request from time to time; this will be monthly meetings as a minimum.
- 2.10.6. The Contractor shall ensure that, during all Opening Hours, a Duty Manager shall be present at the Facilities. The Duty Manager shall be readily identifiable and be responsible for the management and operation of the Facilities during his/her designated duty period. The Duty Manager shall be empowered to make such decisions as may be necessary to ensure the safety of the Users and protect the condition of the Facilities.
- a) The Contractor shall comply with their **Method Statement 1 - Staffing**, which details the Management Structure, staff responsibilities and lines of communication that will be put in place by the Contractor in respect of each of the activity areas.
- b) Any changes to the Management Structure shall be communicated to the Council's designated officer at least 4 weeks before implementation.

- c) The Contractor should develop a staffing structure, (appropriately qualified and certified), as part of their Method Statement submission, as set out in **Method Statement 1 - Staffing** for the leisure facilities to ensure they can deliver the minimum opening hours and operating requirements.

2.10.7. The Contractor shall ensure that Staff at all times abide by the Staff Code of Conduct which is to be set out in **Method Statement 1 – Staffing** and to ensure that, inter alia, staff:

- a) are professional, polite, pleasant, courteous and responsive to Users;
- b) wear the uniform required by the Contractor with the Contractor's logo clearly visible;
- c) are accredited and authorised for any training and/or supervision of activities which they perform;
- d) respond to enquiries in an informed manner, by telephone, fax, email, post, text, social media, and face to face;
- e) positively respond to enquiries and are empowered to deal with difficult Users and resolve User concerns and complaints and
- f) are not overly tired, or suffering the effects of non-prescribed drugs or under the influence of alcohol.

2.10.8. Staffing levels and competencies will be based on customer needs and expectations, the organisation's risk assessment, Normal Operating Procedures (NOP), Pool Safety Operating Procedures (PSOP), the Emergency Action Plan (EAP), Occupational Standards, Management of Health and Safety in Swimming Pools, NPLQ standards, National Governing Body standards and recognised best practice. Staffing deployment charts will identify how the organisation intends to fulfil the operational and health and safety requirements of the Services. The training records of all Staff shall be available to the Council's designated officer for inspection on request.

2.10.9. The Contractor should encourage use of the facilities by its own employees as part of a staff incentive scheme and to encourage a healthy workforce.

2.10.10. The Contractor will implement the national initiative entitled the Living Wage and any similar successor schemes as agreed with the Council. This will apply to all staff, even those under 25 years of age. If at any time the Government's National Living Wage achieves parity with the Living Wage the Contractor will, following agreement from the Council, be permitted to pay the National Living Wage.

2.10.11. The Contractor will be expected to recognise Warwick Unison as a bona fide trade union.

2.10.12. The Contractor will encourage and enable learning and development opportunities for all staff, to support strategic outcomes and objectives based on staff needs.

PART 11 – QUALITY SYSTEMS

DEFINITIONS

“Duty Log” means the method and written location of recording Events, Major Incidents, Service Failures and other reportable incidents

“Major Incident” means an incident that is sufficient in nature to be recorded in the Duty Log and has a significant impact on operations (ie: cessation) and could endanger or has endangered the safety of Users

“Quest Accreditation” has the meaning given in Schedule XX of the Draft Contract

SERVICE REQUIREMENTS

- 2.11.1. The Contractor shall implement a system to ensure continuous improvement at the Facilities and in the Services throughout the Contract. The Contractor shall cooperate and assist the Council in any assessment and/or reporting scheme required.

USER SATISFACTION SURVEY

- 2.11.2. The Contractor shall carry out a User Satisfaction Survey which will seek to:
- a) assess the level of satisfaction among Users with the Facilities and the Services (including the way in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the Services;
 - b) assist in the preparation of the Annual Service Report;
 - c) monitor the compliance by the Contractor with the Services Specification and the other provisions of this Agreement; and
 - d) assist the Council in the preparation of any Assessment Scheme where relevant.
- 2.11.3. The User Satisfaction Survey results for the relevant year shall be provided to the Council's designated officer not less than one month prior to each Annual Review. The Contractor shall ensure that a copy of the results is displayed within the Facilities, where they are reasonably visible to Users.
- 2.11.4. The surveys will be conducted using questionnaires and face-to-face interviews. The quantitative results of this survey will be part of the performance measurement system. Qualitative information (strengths and areas for improvement) obtained from the surveys will also be reported to the Council, and should also be posted on the facilities' web sites. The surveys should include as a minimum the Net Promoter assessment process as well as any other satisfaction surveys agreed with the Council's designated officer. Any surveys should be approved by the Council's designated officer in advance of them taking place.
- 2.11.5. The Contractor acknowledges that the Quest performance trends and quarterly performance reviews will be fundamental parts of the Council's approach to managing the Contractor's performance.

GENERAL PERFORMANCE MANAGEMENT, MONITORING AND REPORTING

- 2.11.6. The Council has identified a series of Performance Management measures (minimum contract requirements) for this contract, to assess whether the required contract outcomes are consistently being met.

- 2.11.7. These Performance Management measures are set out in full in Appendix 13 ITT Volume 3, and relate to:
- **the outcomes required from this Contract; and**
 - **the Method Statements to be submitted by the Tenderer, which will set out how they intend to meet and deliver the operational specification for the new facility.**
- 2.11.8. The Tenderer should develop and implement a system of self-monitoring, to ensure full compliance with the Performance Management measures (minimum contract requirements).
- 2.11.9. The Tenderer should ensure that written records are maintained of all Performance Management checks and assessments; these should be regularly updated to inform reporting timelines.
- 2.11.10. The Tenderer should ensure that all written records are available for viewing by the Council's designated officer at any time, and are submitted to the Council's designated officer as part of the reporting framework – monthly, quarterly and annually.
- 2.11.11. The Contractor should discuss and agree any amendments to the identified Performance Standards prior to the commencement of the Contract.
- 2.11.12. The **Method Statement 11 – Performance Management and Reporting** should set out as a minimum:
- **The Contractor's proposals for managing the self-monitoring of their performance against the contract minimum requirements; and**
 - **The Contractor's proposals for reporting contract performance.**
- 2.11.13. The Contractor shall maintain an up to date log of all Major Incidents and its response to them.
- 2.11.14. Within three days following any Major Incident a full account of the actions taken in respect of such Major Incident, and the implications for future training, will be provided by the Contractor to the Council's designated officer. The Council's designated officer must be informed of a Major Incident immediately where possible and within a MAXIMUM OF 2 HOURS following the incident's occurrence.
- 2.11.15. In the event of the Council or its insurers wishing to undertake an investigation, then the Contractor will fully comply with any reasonable requests for information and/or for Staff attendance at such an investigation.
- 2.11.16. The Contractor shall provide a summary of all accidents and incidents occurring at the Facilities as part of the monthly Major Accidents and Incidents Report.
- 2.11.17. A summary of this report (referred to in paragraph 2.11.19 below) should be included as part of the monthly Performance Monitoring Report.
- 2.11.18. The Contractor shall attend meetings with the Council's designated officer monthly in order to discuss the reports submitted in accordance with 2.11.19 below and to discuss the key issues affecting the Service.

REPORTS TO BE SUBMITTED TO THE COUNCIL

2.11.19. Without prejudice to any other reporting requirements specified within this Agreement, the following reports are to be submitted to the Council at the following frequency or such other date agreed in writing between the Council and the Contractor.

REPORT TITLE	FREQUENCY	SUBMISSION DATE
Maintenance Programme Progress Update	Quarterly	Within 10 Business Days following each monthly anniversary of the Services Commencement Date (*)
Schedule of Programmed Maintenance	Annual	In accordance with clause xx of the Draft Contract (**)
Pricing Schedule	Annual	By the end of September in the Contract Year immediately before the implementation of the revised prices in January of the Contract Year to which the Pricing Schedule relates (**)
Programmes of Use for the forthcoming year	Annual	By the end of September prior to the commencement of the relevant Contract Year to which the plan relates. (**)
Equipment Inventory	Annual	Within 1 month following the Services Commencement Date and within 1 month following each subsequent Contract Year (**)
Environmental Management Plan	Annual	3 months prior to the Services Commencement Date and to the commencement of each subsequent anniversary of the Services Commencement Date (**)
Lightning Conductor Report	Annual	Within the first month following each anniversary of the Services Commencement Date or such date so as to comply with Legislation (***)
Fire Certificate	Annual	Within 10 Business Days following each yearly anniversary of the Services Commencement Date (***)
Electrical Certificates	Annual	Within 10 Business Days following each yearly anniversary of the Services Commencement Date (***)
Customer Complaints and Feedback Report	Monthly	Within 10 Business Days following each monthly anniversary of the Services Commencement Date (*)
Major Accidents and Incidents Report	Monthly	Within 10 Business Days following each monthly anniversary of the Services Commencement Date (*)
Asbestos and Legionella	Annual	Within the first month following each anniversary of the Services Commencement Date or such date so as to comply with Legislation (***)
Cleaning Report	Monthly	Within 10 Business Days following each monthly anniversary of the Services Commencement Date (*)

REPORT TITLE	FREQUENCY	SUBMISSION DATE
Membership and Utilisation Data Report (for the month prior to the previous Contract Month)	Monthly	Within 10 Business Days following each monthly anniversary of the Services Commencement Date (*)
Operational Expenditure and Income Report	Quarterly	Within 30 Business Days following each quarterly anniversary of the Services Commencement Date. (*)
Annual financial report	Annual	Within 30 days of year end following each anniversary of the commencement of the contract (**)
Performance Monitoring Report	Monthly	Within 10 Business Days following each monthly anniversary of the Services Commencement Date (*)
Environmental Management Report	Annual	Within 20 Business Days following each yearly anniversary of the Services Commencement Date. (***)
Programmes of Use Progress Update	Monthly	Within 10 Business Days following each monthly anniversary of the Services Commencement Date (*)
Annual Services Report	Annually	Within 3 months of the start of the second Contract Year and annually thereafter (***)
Final Services Report		Immediately prior to the Termination Date (*)

(*) These reports are to be compiled into one monthly report to feature in Client/ Contractor meetings. Each report is to form a sub item on the agenda. Quarterly items are to be added as appropriate.

(**) These reports are to be included in a single Annual Operational Plan to be submitted by the Contractor setting out proposals for approval for the coming year.

(***) These items are the responsibility of the Contractor and could be covered by the Council having sight of the Contractor's insurance cover for the year.

QUEST REGISTRATION

- 2.11.20. The Contractor will be expected to implement and retain the Quality Assurance system Quest Plus or any appropriate successor that is approved by WDC. The annual performance figures should be reported to WDC annually.
- 2.11.21. The Council considers that registration to Quest is an essential element of this Contract. However, it is recognised that the Contractor may require some time to fully integrate the systems and processes that result in a successful Quest registration.
- 2.11.22. The Contractor is required to achieve Quest Accreditation (Facility Management model) at the Quest Plus level within 24 months of the Services Commencement Date and shall operate and maintain such accreditation throughout the Contract Period.
- 2.11.23. The Council aspires that the Facility will achieve registration to Quest in the top quartile of similar facilities nationally by the second time assessment period i.e. by the fourth anniversary

of the Commencement Date.

2.11.24. The Contractor shall inform the Council of:

- a) the date the Quest Accreditation is achieved within five (5) Business Days of receiving notification; and**
- b) any subsequent visits made to confirm the continuation of the Quest Accreditation within five (5) Business Days of notification of such visit.**
- c) The Contractor also needs to advise the Council if it fails to achieve accreditation.**

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PART 12 - HEALTH AND SAFETY

BACKGROUND

- 2.12.1. Without prejudice to Clause **x** (Health and Safety) of Schedule **xxx** of the Draft Contract, the Contractor will adopt health and safety policy and practices, which meet legal requirements and are in line with the requirements of the Quest Management Core Issue OPS 4, Quest Plus Gplus 7, OHSAH 18001 and the Council's Corporate Occupational Health and Safety Policy.

SERVICE REQUIREMENTS

- 2.12.2. The Contractor shall ensure the following documents are in place throughout the Contract Period as part of their **Method Statement 8 - Health & Safety, Environmental Management, Waste Management & Pest Control** and should demonstrate within their tender documents that they comply with all relevant guidance and meet national best practice and that these will remain effective throughout the Contract. The Contractor shall make available to the Council's designated officer upon request the following documents at the Facility:

- **Contractor's Health and Safety Policy and related procedures**
- **Normal Operating Procedure (NOP)**
- **Emergency Action Plan (EAP)**
- **Comprehensive Risk Assessments**
- **Record of reportable and other injuries that require treatment to Staff and / or Users**
- **Detailed training records and plans**

- 2.12.3. The Facilities shall conform to the highest possible standards of health and safety and comply with all relevant Legislation and Guidance so as to maximise safety and security for Users, other visitors and staff, including but not limited to:

- **The most recent edition of the Health & Safety Executive's publication "(HS (G) 179) Management of Health and Safety in Swimming Pools";**
- **The Occupiers Liability Acts, 1957 & 1984;**
- **Health & Safety at Work, etc Act 1974;**
- **The Management of Health & Safety at Work Regulations 1999;**
- **Fire Precautions Act 1971 and the Workplace Fire Precaution Regulations 1997;**
- **The Fire Precautions (Workplace) Regulations 1997 and the Fire Precautions (Workplace) (Amendment) Regulations 1999;**
- **The Regulatory Reform (Fire Safety) Order 2005;**
- **Governing Body of Sport Guidelines on health and safety;**
- **Reporting of Injuries, Dangerous Diseases and Occurrences Regulations 2013;**
- **Control of Substances Hazardous to Health Regulations 2002;**
- **Control of Asbestos Regulations 2006;**
- **Manual Handling Operations Regulations 2004;**
- **Provision and Use of Work Equipment Regulations 1998;**
- **The Workplace (Health, Safety & Welfare) Regulations 1992;**
- **First Aid Regulations 1981;**
- **PAS 65 – Management of Public Swimming Pools – General Code of Practice – 2004;**
- **PAS 39 – Management of Public Swimming Pools – Water Treatment Systems, Water Treatment Plant and Heating and Ventilation Systems – Code of Practice – 2003;**

- **Management of Spa Pools, Controlling the Risk of Infection – HPA/HSE 2006;**
- **The Control of Legionella Bacteria in Water Systems - Approved Code of Practice & Guidance - L8 – 2000;**
- **Swimming Pool Water Treatment and Quality Standards for Pools & Spas 2009 – PWTAG; and**
- **The Fitness Industry Association guidance.**

- 2.12.4. Leisure Centres are potentially high-risk environments. The Contractor will maximise awareness and understanding of the risks and adopt and sustain an attitude of relentless diligence and robust and reliable management and control systems. The health and safety risks shall be known, understood and mitigated to ensure the highest possible standards of safety for users, other visitors and staff.
- 2.12.5. The outside environment, including all weather sports pitches, where they are the responsibility of the Contractor, are also potentially high risk areas. The Contractor will maximise awareness and understanding of the risks and adopt and sustain an attitude of relentless diligence and robust and reliable management and control systems. The health and safety risks shall be known, understood and mitigated to ensure the highest possible standards of safety for users, other visitors and staff.
- 2.12.6. The Contractor will produce, maintain, manage and review a comprehensive Health and Safety Manual. The Health and Safety Manual for each leisure centre comprising this Contract will be available for inspection by the Council's designated officer and the Council's Health and Safety Officer or other authorised persons at any time.
- 2.12.7. The Contractor will implement a formal Risk Assessment process covering staff and customers, including formal Risk Reduction Action Plans. The contractor will monitor the effectiveness of all risk control systems.
- 2.12.8. The Contractor will comply with the requirements of the Control of Substances Hazardous to Health Regulations (COSHH) in respect of all chemical substances used on the premises. COSHH assessments will be produced in accordance with the regulations. The Contractor will ensure that any subcontractor meets all the requirements of COSHH. The Contractor will give written instructions and provide proper training for the safe use, handling and storage of each chemical as appropriate to the hazard. A copy of this information will be made available to the Council's designated officer.
- 2.12.9. The Contractor will provide such items of safety equipment and / or protective clothing as identified in their COSHH assessments. This must include provision of a defibrillator.
- 2.12.10. The Contractor will provide all staff with a comprehensive induction that equips all employees with the competencies necessary to undertake their given roles. The Contractor will routinely check that appropriate inductions are undertaken for all roles.
- 2.12.11. The Contractor will provide all supervisors/duty managers with clear and defined roles and monitor the effectiveness of the supervision.
- 2.12.12. The Contractor will ensure that all Contractor-related parties (contractors) are subject to appropriate selection and vetting to ensure an appropriate standard of competence. The Contractor will monitor and manage its own contractors in accordance with Legislation and provide them with the necessary local information to complete tasks safely ensuring that they comply with all relevant legislation.
- 2.12.13. The Contractor will ensure that those who enter the Facilities are fully aware of all relevant

Legislation, Guidance, Council's Policies, and all rules and procedures concerning health and safety and fire risk.

- 2.12.14. First aid equipment and supplies will be physically checked on a regular and systematic basis and a record made of inspections will be available for inspection by the Council's designated officer.
- 2.12.15. Safety equipment will be checked on a regular and systematic basis in accordance with the manufacturer's recommendations and a record of inspections will be available for inspection by the Council's designated officer.
- 2.12.16. The Contractor will ensure fire and evacuation systems and equipment are maintained to relevant standards and regulations and that annual fire training is arranged for staff as a minimum. The Contractor shall also undertake fire evacuation drills at least once every 6 months, which must be recorded and shall be available for inspection by the Council's designated officer.
- 2.12.17. The Contractor shall procure an independent audit of health and safety procedures and systems at the Facilities at the times reasonably required by the Council's designated officer and the Contractor shall make the findings available to the Council. This shall be as a minimum of one audit of each facility within the entire Facilities portfolio every year.
- 2.12.18. The Contractor shall comply with the provisions of Clause **xx** (Health and Safety) of Schedule **xxx** of the Draft Contract in relation to hazardous materials used and stored at the Facilities.
- 2.12.19. The Contractor shall provide to the Council:
 - a)** a report of all recorded incidents and accidents in the Facilities on a weekly basis (broken down by month); and
 - b)** a report of any RIDDOR classified incidents/accidents immediately they occur and in any event **no later than 24 hours after the occurrence.**

PART 13 - CLEANING AND HOUSEKEEPING

DEFINITIONS

“Cleaning Schedule” means the Cleaning Schedules included in **Method Statement 7 - Cleaning**

“Cleaning Standards” means the cleaning standards set out in Table xxx in Appendix 16 to this Specification

“Routine Cleaning” means the cleaning of the Facility or any Activity Area, Fixture or Fitting (and Equipment and Sports Equipment) to the Cleaning Standards set out in Table xxx in Appendix 16 of this Specification

“Continual cleaning tasks” means those tasks addressed throughout the day in high traffic or problem areas

“Daily cleaning tasks” means regular daily major cleaning of areas

“Weekly, monthly and quarterly cleaning” means the cleaning of locker fronts/tiling/scale removal and similar tasks performed regularly at a given time period

“Poolside cleaning” means a daily schedule of cleaning in the pool areas that will be implemented for all aspects of these activity areas to ensure that high standards of cleanliness and hygiene are maintained at all times

“Deep Cleaning” means periodic intensive cleaning of specified items which will include (in the case of fabrics) any dry cleaning and (in the case of flooring) stripping off all polish and re-polishing in accordance with the manufacturer’s instructions.

“Major deep cleaning” means specific additional periodic cleaning of ‘high traffic’ and problem areas

“Equipment” has the meaning given in the Contract, Schedule xxx, Definitions and Glossary of Terms (Equipment)

“Reactive Cleaning 1” means cleaning of the Facility or any Activity Area, Fixture or Fitting or any plant or equipment as and when required that if not rectified could lead to a breach of health and safety, could be a risk which could result in injury or death or could lead to immediate damage to the facility; such cleaning tasks will be completed within the timescales identified within the Method Statements to ensure the standards prescribed within the Services Specification are achieved and maintained.

“Reactive Cleaning 2” means cleaning of the Facility or any Activity Area, Fixture or Fitting or any plant or equipment as and when required that if not rectified would not lead to a breach of health and safety, nor could be a risk which could result in injury or death nor could lead to immediate damage to the facility; such cleaning tasks will be completed within the timescales identified within the Method Statements to ensure the standards prescribed within the Services Specification are achieved and maintained.

“Specialist cleaning” means cleaning high level areas, areas with specific finishes or areas requiring specialist cleaning materials

“Cleaning of external areas” means the collection and removal of detritus and general clearing of areas within 10 metres of the facility following events booked at the leisure facilities and at other times as required

“Sports Equipment” has the meaning given in paragraph **xx**, Definitions and Interpretations (Assets) of the Draft Contract

BACKGROUND

- 2.13.1. The Contractor will implement cleaning and housekeeping approaches and processes based on the Quest Management Core Issue Module OPS1, as a minimum.
- 2.13.2. All cleaning and housekeeping is currently delivered by the leisure team, except for responsive maintenance and Planned Preventative Maintenance. The Contractor is therefore required to deliver all cleaning and housekeeping services.
- 2.13.3. Cleaning is currently undertaken at the two dual use sites by a third party cleaner employed by the schools with WDC having to currently provide supplementary cleaning prior to public use
- 2.13.4. An example cleaning schedule for the Facilities is provided at Appendix 16.

PRINCIPAL CLEANING REQUIREMENTS

- 2.13.5. The Council gives the highest priority to the Cleaning and Maintenance functions at the Facilities – internal and also external areas. It is expected that the on-going cleanliness of the Facilities will be addressed by the Contractor as detailed in the definitions above, in each case so as to achieve the required Cleaning Standards at the Facilities.
- 2.13.6. The Contractor shall undertake Deep Cleaning of the following items at the frequency set out in the Contractor’s **Method Statement 7 - Cleaning** (but which shall not be less than every twelve (12) months):
 - **Soft floor finishes;**
 - **Soft furnishings;**
 - **Windows; and**
 - **Blinds and or window shades / screens;**
- 2.13.7. The Contractor shall undertake Reactive Cleaning 1 or 2 as required, which may require the containment due to a health and safety risk and the rectification of the cleaning issue. The Contractor shall identify in their **Method Statement 7 - Cleaning** the process for containing and rectifying of cleaning incidents and the time period targets for each type of incident. Failure to achieve the stated targets and standard of cleanliness may be subject to Service Improvement Notices and or Default points.
- 2.13.8. The Contractor shall, wherever possible, avoid the use of harmful substances or ingredients in cleaning products that have a negative impact on either the occupational health of employees or the natural environment including air quality, aquatic organisms and/or the food chain.

FURTHER REQUIREMENTS

- 2.13.9. The minimum standards of cleanliness and housekeeping will be informed by customers’ expectations, identified through customer surveys, formal customer comments and other forms of customer feedback.

- 2.13.10. The Contractor's **Method Statement 7 – Cleaning** submission in relation to cleaning standards, target containment and rectification times, training of staff, cleaning programmes and review processes will be used as the basis for delivering the Specification's outputs.
- 2.13.11. The Contractor shall provide all equipment necessary for the provision of the cleaning services set out in their **Method Statement 7 – Cleaning**.
- 2.13.12. The Contractor shall maintain and keep in good working order all cleaning equipment necessary for the provision of the cleaning services set out in this Specification.
- 2.13.13. Where a spillage occurs the Contractor shall remove the spillage within 10 minutes of notification to Reception/the Duty Manager or (if earlier) when any member of Staff notices or reports the spillage, provided that where it is not practicable for the Contractor to remove the spillage within this time period, the Contractor may contain the spillage (by erection of a barrier or closure of the Activity Area) and the spillage shall be removed within the stated rectification time included in the Contractor's Method Statements.
- 2.13.14. Where any graffiti on any internal or external surface is reported to Reception/the Duty Manager or in any other way comes to the attention of the Contractor or any member of Staff then the Contractor shall within 2 hours of notification cover up the graffiti.
- 2.13.15. When the graffiti has been covered up the rectification time to remove the graffiti shall be 4 days.
- 2.13.16. Rectification of any incident will be the responsibility of the Contractor, within the parameters set out in this Specification and the Contractor's Method Statements; any failure to comply with these parameters shall be reported to the Authorising Officer for action. Persistent failure to deal with non-compliance will be penalised through the issuing of Service Improvement Notices and or Default Points.

EXTERNAL AREAS

- 2.13.17. The Contractor will be expected to keep all surrounding external areas free of litter and detritus. Cleaning requirements include a minimum of one daily removal of litter and debris from external walkways and access routes, additional reactive cleaning after major events, dealing with any major incidents and maintaining clean and properly located signage, etc.

PART 14 - SWIMMING POOL WATER AND ENVIRONMENTAL MANAGEMENT SYSTEM

DEFINITIONS

“**Swimming Pool Water**” means all water used in the swimming pools, including footbaths

“**Environmental Management**” means the safe and effective provision of all environments within and external to, the leisure facilities including aspects such as water temperature, purity and clarity, sanitation, air temperature and purity, cleanliness

SWIMMING POOL WATER

- 2.14.1. The Contractor shall ensure at all times that the swimming pool water within the Premises is of good clarity, appearance and at all times must be rendered safe for customer use.
- 2.14.2. The Contractor will maintain safe and suitable swimming pool water based on relevant industry (e.g. PWTAG and CIMSPA or any subsequent organisation nationally recognised) standards and guidelines, and those that link to Environmental Management best practice. In particular the Contractor will adhere to the standards detailed in BS EN 15288-1 & 2 2008 Swimming Pools – Safety requirements for design and Swimming Pools – Safety requirements for operation.
- 2.14.3. The Contractor shall undertake water quality tests on site for all pools every 2 hours on a daily basis when there are no problems.
- 2.14.4. This is the minimum standard when open to the public. When problems arise, or the Council’s designated officer so requests, the frequency of testing should be increased until consistent levels are regained.
- 2.14.5. The Contractor shall maintain records of water quality tests and retain such records on site for a minimum of 6 months for inspection by the Council’s designated officer.
- 2.14.6. In the event of more stringent standards than those set out above, or referred to in this Specification or associated documents, being set by Sport England and/or the Health and Safety Executive during the Contract Period, the Contractor shall adhere to these more stringent standards and references to “standards” in these paragraphs shall be deemed to be references to such more stringent standards.
- 2.14.7. The Contractor shall not use chemical constituents to maintain the above standards without the prior approval in writing of the Council’s designated officer and the Council’s Environmental Health Officer.
- 2.14.8. The Contractor shall detail in their **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control** their approach to delivering the Council’s requirements and the treatment of Swimming Pool Water.
- 2.14.9. The Contractor’s **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control** submission in relation to delivering the Council’s requirements and the treatment of Swimming Pool Water will be used as the basis for delivering the Specification’s outputs.
- 2.14.10. The temperatures listed below shall be maintained within the permitted range as follows:

	AREAS	MINIMUM TEMPERATURE RANGE
Newbold Comyn, Abbey Fields and St.Nicholas Park	Main Pool 6 lane x 25m	27 - 30 degrees C, or appropriate to the activity taking place
	Main Pool 4 lane x 25m	27 - 30 degrees C, or appropriate to the activity taking place
	Teaching/ Learner Pool	30 - 32 degrees C
	Leisure Pool	30 – 32 degrees C

- 2.14.11. The Contractor shall at all times ensure that the air temperature is adjusted where necessary to ensure that the pool water temperature is less than the air temperature (one degree differential) in the pool hall to minimise evaporation and building fabric/plant deterioration.

ENVIRONMENTAL MANAGEMENT

- 2.14.12. The Contractor will adopt an environmental management system to ensure that it operates all the premises to ensure that it meets the requirements of the Quest Management Core OPS 3, and ISO14001 (the international standard for environmental management systems).
- 2.14.13. The Contractor shall implement measures within their normal operation for energy efficiency, the ongoing management of energy conservation, water conservation, the reduction of noise nuisance, the reduction of the number of chemicals used and the promotion of reduced car use and resulting reduction of exhaust emissions.
- 2.14.14. The Contractor shall report to the Council annually as part of the performance management process on changes to environmental practices to show where improvements are being made, making best use of the energy efficient measures built into the Facility. The Contractor shall be required to highlight where new initiatives could be adopted and to advise the Council of the benefits of such initiatives.
- 2.14.15. The Contractor shall detail in their **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control** their approach to delivering the Council's requirements and identify the specific standards they intend to adopt.
- 2.14.16. The Contractor shall include in its **Method Statement 8 - Health & Safety, Environmental Management, Waste Management & Pest Control** the standards for each area of the Facilities during the Opening Hours which shall include air temperature, water temperature, humidity and where relevant air changes per hour. This shall include the methodology for measuring and checking the temperatures at regular intervals. The details of actual results shall be kept for a minimum of three months.
- 2.14.17. Reference shall be made in **Method Statement 8 - Health & Safety, Environmental Management, Waste Management & Pest Control** to any national standards, the PWTAG, the CIMSPA and National Governing Bodies for Sport (where applicable).
- 2.14.18. The Contractor shall comply with the following documents:

- **Handbook of Sports and Recreational Building Design Volumes 1 – 3 1996;**

- **BR264 Thermal Comfort: Past, Present and Future 1994;**
- **BR266 Trends in Thermal Comfort;**
- **BRECSU GIR 30- Performance Requirements for the Energy Efficient Office of the Future;**
- **Sport England Design Guidance Notes;**
- **Swimming Pools , May revision 004 (2013), plus Appendices (2013);**
- **Sports Hall Design & Layouts, Updated and Combined Guidance, February Revision 005 (2012);**
- **Fitness and Exercise Spaces, March Revision 002 (2008;)**
- **Accessible Sports Facilities, Sport England, April revision 003 (2010) and Approved Document M(2013) for DDA;**
- **Affordable Sports Centre, Sport England, July revision 001 (2013), for changing spaces calculation; and**
- **BS9999 (2008) and Building Regulation Approved Document Part B(2013) for Fire and Safety.**

ENVIRONMENTAL SUSTAINABILITY

- 2.14.19. Tenderers should note that whilst they are expected to contribute to the Council's targets for environmental sustainability and implement appropriate measures for carbon emission reduction, they are not responsible alone for these targets, as they also relate to Landlord responsibilities.
- 2.14.20. The Contractor will be totally responsible for energy and water costs throughout the length of the contract. The Council will discuss with the Contractor the most efficient and effective way to procure the supply of energy.
- 2.14.21. The Contractor will be expected to actively adopt a procurement approach that ensures it operates the facilities in accordance with the Council's Corporate Procurement Strategy.
- 2.14.22. The Contractor will:
- **promote the use of environmentally-friendly products, which often have lower whole life costs; and**
 - **consider opportunities for sourcing goods and materials locally wherever possible to support the local economy and to help reduce the Council's overall carbon footprint.**
- 2.14.23. The Tenderer will detail in their **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control** their approach to delivering the Council's requirements and identify the specific standards that they intend to adopt.
- 2.14.24. The Tenderer must produce a statement to include targets for waste minimisation, reduction in water, energy use and packaging, and agreed biodiversity responsibilities. Tenderers should provide details of their Environmental Policy, including their approach to waste management, energy efficiency and biodiversity, and copies of any supporting Accreditation Certificates if applicable. Tenderers should reference in their **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control** as a minimum their approach to:
- **Waste Management and Disposal Service**
 - **Energy Management**

- **Approach to Environmental Management**
- **Relevant standards**
- **Training and health and safety**
- **Proposals for Carbon Efficiency**

2.14.25. The following Carbon Trust guidance may be of use in relation to the above:

http://www.carbontrust.com/media/39352/ctv006_sports_and_leisure_sector_overview.pdf

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PART 15 - WASTE MANAGEMENT AND PEST CONTROL

DEFINITIONS

"Pest" means rats, mice, cockroaches, ants, moles, pigeons, woodlice, flies, millipedes, wasps, bees, lice and mites, silverfish, fleas and other species of pest and/or vermin which carry a risk to public and/or nuisance value

"Preventative Pest Control Service" shall have the meaning of preventing infestation of any of the Facilities with Pests

"Reactive Pest Control Service" shall have the meaning of reacting to any infestation of any of the Facilities with Pests

"Reactive Waste Management" means the provision of waste management services to the Facilities or any Activity Area as and when required (including as a result of a request by a User and/or the Council's designated officer)

"Routine Waste Management Service" means the provisions at the Facilities to manage waste in accordance with the Contractor's Method Statements

"Waste" means waste which is generated from the normal use of the Facilities which shall include but not be limited to kitchen waste, newspapers, office waste, cardboard and other packaging, paper towels, glass, plastic containers and aerosols

"Waste Management Schedule" means the schedule developed by the Contractor, which identifies the standard and frequency of the process of dealing with Waste in accordance with local and regulatory requirements

- 2.15.1. The Contractor's **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control** submission in relation to waste management and pest control and review processes will be used as the basis for delivering the Specification's outputs.

WASTE MANAGEMENT

- 2.15.2. The Contractor shall provide a comprehensive waste management and disposal service so as to meet the service standards set out in the Contractor's Methods Statements and shall:
- a) Provide Routine Waste Management Services in accordance with the Waste Management Schedule; and
 - b) Provide Reactive Waste Management Services, which shall require the collection and disposal of waste in accordance with this Specification and the Contractor's target containment and rectification times as included in the **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control**
- 2.15.3. The Contractor shall ensure the safe and legal disposal of all generated Waste products from the Facilities and maintain a sanitary environment for all Users.
- 2.15.4. The Council is committed to efficient waste management through reducing consumption of materials, encouraging re-use and recycling. We expect that all sites operated on behalf of the Council will as a minimum provide for the recycling of office waste paper, cardboard, plastic bottles, glass and cans.

- 2.15.5. The Contractor is required to dispose of all non-recyclable waste, including proper disposal of controlled waste and take measures to re-use these resources wherever possible.
- 2.15.6. The Contractor should note that no bins for bulk storage of litter or skips are to be kept outside any Facilities, but all waste is to be transferred on a regular basis to the separate bin compounds, located on sites. **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control** should include proposals for the rubbish removal schedule planned between the centre and the compound.
- 2.15.7. All site Contractors must also be able to demonstrate to the satisfaction of the Council full compliance with statutory waste duties (such as The Hazardous Waste Regulations, Waste Electrical and Electronic Equipment WEEE] Directive, and particularly section 34 of the Environmental Protection Act 1990 - the waste duty of care).
- 2.15.8. All site Contractors will be expected to keep records of waste transfers and to co-operate in full with environmental audits.
- 2.15.9. In accordance with the Council's policy all contractors will be expected to:
- **provide facilities for customers to recycle plastic bottles and cans at each site.**
 - **provide guidance and information to staff and customers to facilitate their participation in recycling.**
 - **monitor the quantities of waste sent to landfill and recycled, and report progress.**

PEST CONTROL

- 2.15.10. The Contractor shall provide a Preventative Pest Control Service and a Reactive Pest Control Service to eradicate any Pests within the Facilities and to ensure that the Facilities remain free of Pests.
- 2.15.11. The Contractor in line with its provided Preventative Pest Control Service will ensure that:
- a) the Facilities are at all times free of all Pests;
 - b) any Pests discovered within the Facilities are dealt with in such a manner as to minimise the risk to public health/ any nuisance to Users/ disruption to the operation of the Facility;
 - c) that safe, efficient and humane methods and procedures for catching, destroying and safely disposing of any Pest discovered within the Facilities shall be adopted; and
 - d) all such measures are carried out which are required to ensure that the Facilities at all times remains free of Pests in accordance with the timing and frequency outlined in the **Method Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control**.
- 2.15.12. The Reactive Pest Control Service shall include:
- a) investigating and responding appropriately to every occasion where Pests are identified within the Facilities (whether by Contractor or otherwise); and
 - b) monitoring the effects of any measures taken by the Contractor against identified Pests to ensure that such Pests are fully and promptly caught, destroyed and safely removed from the Facilities,
 - c) and in providing the Reactive Pest Control Service, the Contractor shall contain (where necessary) any infestation of Pests within the relevant containment time and rectify such infestation within the relevant rectification time as detailed in the Contractor's **Method**

Statement 8 – Health & Safety, Environmental Management, Waste Management & Pest Control.

- 2.15.13. The Contractor shall at all times comply with all relevant Legislation, including (without limit) those relating to health and safety, when providing the Preventative Pest Control Service and the Reactive Pest Control Service.
- 2.15.14. The Contractor shall compile and maintain records of surveys and treatments used (including materials used) for the removal and eradication of Pests.

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PART 16 – SECURITY AND INFORMATION TECHNOLOGY

SERVICE REQUIREMENTS

- 2.16.1. The Contractor shall maintain a secure environment at all the Facilities comprising this contract to protect:
- **Users of, and visitors to, the Facilities;**
 - **Staff; and**
 - **the Equipment and Sports Equipment,**
- in a manner which does not compromise the personal privacy of Users.
- 2.16.2. Individual CCTV systems covering indoor and outdoor areas are currently installed and in use at all facilities. The Contractor is required to maintain the existing system as a minimum (see paragraph 2.16.3 below).
- 2.16.3. The facilities' CCTV is not monitored in any formal way; screens are set to display in the Reception area, but with no specific monitoring. Images are recorded straight to hard drive. Records are kept for 28 days before being wiped. This system should be retained by the Contractor as a minimum.
- 2.16.4. The CCTV over the park from St Nicholas Leisure Centre is monitored by Central Control. This arrangement should be maintained by the Contractor.
- 2.16.5. The Contractor shall operate a Controlled Access System, which shall ensure that all Users, Spectators and any other persons attending the Facilities comprising this contract, report to Reception.
- 2.16.6. The Contractor is required to manage the recording of attendances for each individual activity including clubs.
- 2.16.7. The Contractor shall ensure that those attending swimming lessons shall report to poolside at their pre-designated registration point and club members should report to their club organisers.
- 2.16.8. The Contractor shall advise the Council's designated officer as soon as reasonably possible of any breaches of security at the Facilities that impact on the service, buildings, plant fixtures and fittings. Reportable incidents include vandalism, unauthorised access, damage to or loss of Council property and damage to User's or third party property.

CAR PARK AND PATH MAINTENANCE

- 2.16.9 The Contractor is only responsible for treatment of ice on paths and access/entrance to the Centres. Full details of the Contractor and WDC responsibilities are set out in Schedule xx (Repair and Maintenance of Premises) and Appendix xx (Agreed form of Lease) of the Draft Contract.
- 2.16.10 WDC is responsible at all Facilities for the maintenance of the car parks, all hard and soft landscaping, and drivable areas, and the lighting of the same. Full details of the Contractor and WDC responsibilities are set out in Schedule xx (Repair and Maintenance of Premises) and Appendix XX (Agreed form of Lease) of the Draft Contract.

CAR PARKING AND TRAVEL PLANS

- 2.16.11 Three of the Facilities are located within public parks and as such the car parking provision is shared by park and facility Users. There are no designated car park spaces for leisure centre Users and therefore during times of heavy park usage these areas are busy, particularly during school summer holiday periods. The current arrangements at the three facilities that are based within parks are as follows:
- **Newbold Comyn** – currently free parking but proposals are being discussed with regards the first 2 hours being free with a charge thereafter.
 - **Abbey Fields** - first 2 hours being free with a charge thereafter – no refund policy for facility users.
 - **St.Nicholas** – Linear charging – 6 minute intervals – no refund policy for facility users.
- 2.16.12 The Contractor shall encourage less car usage by people visiting the Facilities as part of an active travel plan. This can be supported by extensive storage for cycles (currently bike stands & D rings only at the Facilities) and promotion of use of public transport (Some located considerable distance away due to the nature of park locations). The output of this will be measured by annual reporting within the performance management monitoring.

INFORMATION TECHNOLOGY

- 2.16.13 The Tenderer will be responsible for all Information Technology hardware and software in the Facilities.
- 2.16.14 The tenderer will be responsible for the wifi system in the Facilities, which will provide coverage across all internal public areas, and administrative areas. It is anticipated that the tenderer will provide one system for the tenderer's business operation and employed staff. The other system will be password operated for public use. The latter arrangement must extend to cover the Reception, Gym, Cafés, Sports Halls and Viewing Areas only. It must not be available in changing rooms. It is anticipated that no arrangements for public access will apply to dual use facilities.
- 2.16.15 The tenderer should include ethernet (POE) routers within their contract price.
- 2.16.16 There is currently one incoming telephone line per centre all of which are part of the Council's phone system. The PDQ's are all ANOG lines. It is expected that the Contractor will establish a new system including all hardware and independent telephone lines for each centre and put in

place a call management/waiting system for customers calling the Centres.

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PART 17 - MAINTENANCE

DEFINITIONS

“Authorised Persons” means those members of the Contractor’s Employees, Sub-Contractors or other persons authorised by the Contractor to enter a restricted area of the Facility

“Competent Persons” means those members of the Contractor’s Employees, Sub-Contractors or other persons authorised by the Contractor to undertake relevant maintenance activities

“Emergency Fault” shall have the meaning of a fault that needs immediate rectification and could result in injury to Users or Staff

“Maintenance Service Standards” means the maintenance standards set out in the Table in Appendix 20 to this Specification

“Reactive Maintenance Protocol” means the protocol included in the **Method Statement 2 - Maintenance of the Buildings, Plant, Equipment, Fixtures and Fittings**

“Routine Fault” shall have the meaning of a fault that has occurred as a result of regular use and will not immediately endanger Users or Staff unless not rectified with regular maintenance programmes

“Suitably Qualified Persons” means those members of the Contractor’s Employees, Sub Contractors or other persons authorised by the Contractor to undertake relevant specialist maintenance activities;

“Urgent Fault” shall have the meaning of a fault that is not an emergency fault but could become one unless rectified within a shorter period of time than that for a routine fault i.e.: not immediate, but unable to be left for routine rectification

PLANNED MAINTENANCE

- 2.17.1. The Contractor will be granted a Full Repairing Lease (FRL) for the Facilities from the completion of the planned refurbishment programme and for the duration of the Contract with the exception of dual use facilities. The Contractor shall develop and implement planned, preventative maintenance schedules for all aspects of the buildings, plant, fixtures, fittings and fixed and portable equipment used specifically for an activity, based on customer needs and expectations, technical knowledge, manufacturers’ guidance and the Quest Management Core Issue Ops 2. The Contractor’s fully funded 10-year maintenance plan included in the **Method Statement 2 – Maintenance of the Buildings, Plant, Equipment, Fixtures and Fittings**, will be annually updated in association with the Council’s designated officer. The Council has already prepared a Planned Preventative Maintenance programme for all the Facilities contained within the Contract, and the Contractor will be expected to reflect this programme within their **Method Statement 2 – Maintenance of the Buildings, Plant, Equipment, Fixtures and Fittings**.
- 2.17.2. For any extension to the Contract Period the Contractor will be required to submit, before any extension period is granted, a maintenance plan covering all aspects of the Facility for the agreed extended period.
- 2.17.3. The Contractor will plan and implement lifecycle renewal programmes for plant, fixtures, fittings and fixed, portable and activity equipment. The Contractor’s lifecycle replacement programme

for buildings and equipment included in their **Method Statement 2 – Maintenance of the Buildings, Plant, Equipment, Fixtures and Fittings** will be used as the basis of any review of the implementation by the Council.

- 2.17.4. In accordance with part **xx** of Schedule **xx** of the Draft Contract, the Contractor shall provide:
- a) a Five Year Maintenance Plan (on a rolling basis) in sufficient detail to enable the Council to plan to minimise disruption to its activities/Users' activities within the Centres; and
 - b) an annual Schedule of Programmed Maintenance, which:
 - details the **Facility Areas affected (all Facilities)**, the extent of any impact on the availability of the Facilities and/or the provision of the Services and the proposed start and end dates for each item of work;
 - details the activities planned to be undertaken to ensure that the Facilities and the Equipment/Sports Equipment are maintained to meet the Maintenance Service Standards, the Facilities' Requirements and the requirements of manufacturer's original and subsequently amended specifications and warranties; and
 - such Schedule of Programmed Maintenance to be agreed or determined in accordance with Part **xx** of Schedule **xx** of the Draft Contract.
- 2.17.5. The Contractor shall implement and comply with the agreed Schedule of Programmed Maintenance for the relevant Contract Year.
- REACTIVE MAINTENANCE**
- 2.17.6. The Contractor will ensure that damaged equipment is isolated and stored appropriately where necessary, so that Users and Staff cannot use it.
- 2.17.7. The Contractor shall implement and comply with the Reactive Maintenance Protocol to categorise all Events arising in connection with the Maintenance Service Standards as either Emergency Faults, Urgent Faults or Routine Faults according to their level of priority.
- 2.17.8. The Contractor shall:
- a) contain and rectify all emergency faults within 24 hours (maximum);
 - b) contain and rectify all urgent faults within 7 days (maximum); and
 - c) contain and rectify all routine faults within 28 days (maximum).
- 2.17.9. The Contractor will ensure in each case that the Facility and the Equipment/Sports Equipment shall meet the Maintenance Service Standards, the Facilities Requirements and the requirements of manufacturer's original and subsequently amended specifications and warranties.
- 2.17.10. In order that defects are dealt with efficiently and effectively, a systematic process of reporting and prioritising defects shall be developed and implemented by the Contractor. Such a defect report must contain a minimum of the following and be available for inspection by the Council's designated officer at any time:

- a) **Date and time of defect report**
- b) **The area of the facility (refers to all Facilities comprising the contract) in which the defect has occurred**
- c) **Details of the particular item/equipment**

- d) Details of the defect
- e) Level of priority
- f) Name (not signature or initials) of member of staff reporting
- g) Date and time of completion
- h) Name of Technician achieving completion.

OTHER MAINTENANCE PROVISIONS

- 2.17.11. The Contractor shall undertake all actions, including Rectification, arising from planned test and inspections including insurance inspections. All such actions shall be deemed to be Routine Faults unless the circumstances are such that they constitute an Emergency Fault.
- 2.17.12. The Contractor shall ensure that employees undertake all relevant training in the commissioning of Plant and Equipment, and that the individual Staff member's training record reflects the training undertaken.
- 2.17.13. The Contractor shall comply with the requirements of paragraph xx of Schedule XX of the Contract in relation to necessary consents.
- 2.17.14. Test certificates and appropriate documentation and records relating to the operation and maintenance of the Facilities (in particular those relating to any aspects of safety or statutory compliance) shall be maintained by the Contractor and shall be made available for inspection by the Council's designated officer or any other relevant party.
- 2.17.15. The Contractor shall, in carrying out the maintenance services, comply with the applicable Legislation and Guidance.
- 2.17.16. In the case of snow and ice or other adverse weather conditions, the Contractor shall ensure that the immediate entrance area and public paths leading to the Facilities are kept safe and clear of snow and ice for customers and staff. The Contractor's risk assessments shall detail the processes and procedures to be followed during any adverse conditions.

LOCKERS

- 2.17.17. Lockers are provided at all Facilities. The Contractor is responsible on commencement of the Contract for maintaining all lockers currently provided with the exception of lockers located at dual use sites.

GROUNDS MAINTENANCE

- 2.17.18. The Contractor will be responsible for maintenance of the Artificial Pitches at the Facilities and will maintain them to a schedule to be agreed with the Council's designated officer. The standard will be based upon best practice and current guidance and the pitches will be subject to regular inspections and an annual review.
- 2.17.19. The Contractor is not responsible for the management and maintenance of the two grass pitches at St Nicholas Leisure Centre.
- 2.17.20. The Contractor's approach detailed in **Method Statement 15 - Management of The Outdoor Areas** shall include all maintenance of outdoor areas including the nature, frequency, cleaning and safety issues concerning the all-weather pitches. A detailed programme for the maintenance, management and testing of floodlit all-weather pitches should be provided by the Contractor as part of **Method Statement 15 - Management of The Outdoor Areas**, the

Contractor should refer to Appendix 15 for the FA guidance on testing and maintenance.

- 2.17.21. To ensure that the pitch meets the contract specification and the required playing standards it will be tested a number of times, and the test programme will be carried out in accordance with the standards of The FA. The exact test will vary depending on the size of the pitch, but will be to either FIFA/IATS standards or the relevant British Standards and will take place every three years at least. The Contractor is to absorb the costs of such inspections.

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PART 18 - EQUIPMENT

DEFINITIONS

“**Sports Activity**” means all forms of physical activity whether casual or organised participation which is aimed at expressing or improving physical fitness and mental wellbeing;

BACKGROUND

- 2.18.1. The Contractor shall implement systems for the purchase, supply, maintenance and use of all equipment based on the requirements of Quest Management Core Issues OPS 1, 2, 3, 4 and Gplus7.

SERVICE REQUIREMENTS

- 2.18.2. The Contractor shall implement their **Method Statement 2– Maintenance of the Buildings, Plant, Equipment, Fixtures and Fittings** for the provision, replacement, repair and control of all equipment to be used within the Facilities. This shall include;
- a) what equipment will be provided by the contractor on a daily basis for customer use; and
 - b) details of how the Contractor will ensure that equipment is set-up and taken down accurately, on time and safely, meeting customers’ expectations.
- 2.18.3. The Contractor shall ensure that the correct equipment is made available for Users to carry out the programmed Sports Activity. Where a particular Sports Activity has established equipment standards of design or materials, the Contractor shall ensure that such equipment is used for that Sports Activity in the Facilities.
- 2.18.4. The Contractor shall ensure an appropriate range of good quality equipment is available for loan / hire / items for sale, and that these arrangements are adequately promoted within the reception area.
- 2.18.5. Sports equipment should be set up in accordance with safe working practices and stored safely and logically after use.
- 2.18.6. The Contractor shall be responsible for the maintenance and replacement of all equipment. The Contractor shall ensure that items of equipment that are subject to a manufacturer’s or supplier’s maintenance standards are to be maintained or replaced accordingly and copies of certificates held at each Facility.
- 2.18.7. The Contractor shall ensure that records of the maintenance of equipment are maintained at the Facility and shall make available such records to the Council’s designated officer on request.
- 2.18.8. The Contractor shall not, without the prior written permission of the Council’s designated officer, introduce coin-operated equipment to the Facilities (other than agreed food/drink vending machines) and shall not permit any video or gaming machines.
- 2.18.9. The Contractor will maintain an inventory of all items of equipment at the Facilities, such inventory to identify the following as a minimum:
- a) **description of the item including reference number, type, model and manufacturer;**
 - b) **location of the item;**
 - c) **age of the item;**

- d) general condition of the item (based on a scale of condition);**
- e) date when replaced or disposed of; and**
- f) any other relevant comments or observations**

2.18.10. Such inventory to be updated not less than twice annually, and shall be made available to the Council's designated officer upon request.

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PART 19 - GENERAL CONTRACTOR REQUIREMENTS

(NOT REQUIRED TO BE ADDRESSED IN SUBMITTED METHOD STATEMENTS)

DIRECTIONAL AND REQUIRED SIGNS

- 2.19.1. In accordance with Quest Management Core Issues Ops 1 and Ops 4, the Contractor shall ensure that directional signage and signage required by Legislation to and around the Facilities is visible, clear and accurate and, where applicable, is in accordance with Legislation and Guidance based on customer perception and any regulatory requirements.
- 2.19.2. The Contractor's Inventory shall include reference to mandatory and advisory signage within the Facilities, including but not limited to signage listed in Sport England's Way-finding and Signage for Sports Facilities Design Guidance Note. The Contractor shall ensure that accessible signs are provided. The records shall include type and location of each individual sign.

PROTECTION OF CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS

- 2.19.3. The Contractor shall implement, produce and submit to the Council a policy and practices for ensuring the protection of children, young people and vulnerable adults, including appropriate screening of staff at all times in line with the Council's Policy as shown in Appendix 9 and any relevant policy of any legislative or regulatory bodies.
- 2.19.4. The Contractor shall ensure that all persons (including Sub-Contractors) who have regular, one-to-one access to minors and vulnerable adults and who are to be employed or to work within the Facilities have a Disclosure and Barring Service ("DBS") check at Enhanced Level **before** commencing employment or work and this shall be maintained in accordance with the scheme guidelines. Evidence of how this will be checked and verified should be detailed in the submitted Training Programme, as part of **Method Statement 1 - Staffing**.
- 2.19.5. The Contractor shall provide (and shall ensure that all sub-contractors provide) on request evidence of the DBS application process and records held that demonstrate that all Staff and persons that work within the Facility have been subject to the DBS process and that the Council's requirements have been met.

SMOKING

- 2.19.6. The Contractor shall implement a no smoking policy throughout the Facility and in the vicinity of the all-weather turf pitches, to include the use of e-cigarettes.

EXTERNAL COMMUNICATION

- 2.19.7. The Contractor will produce and implement an annual schedule of external communication activity, including a mix of advertising, promotional and public relations activities, based on the shared strategic outcomes and objectives and the identified needs of the various parts of the community. All communications and promotions where the Council is mentioned will be subject to the Council's designated officer's prior approval.
- 2.19.8. The Contractor will not promote or advertise tobacco or nicotine-based products, alcoholic beverages, products or material reasonably likely to cause offence to Users (such as, but not limited to, pornographic or racist material) or products and material of a political nature.
- 2.19.9. The Contractor will not enter into any promotional or sponsorship agreements with any

companies involved in any activity likely to cause offence to Users (such as, but not limited to, pornographic, nicotine and tobacco related products, alcohol related products or racist activity).

- 2.19.10. The Contractor shall ensure that contact with the media shall be through the Contract Manager, and in accordance with Clause xx (Media and Publicity) of the Draft Contract. Any variation to this requirement will be via instruction from the Council's designated officer. The Council will also require the Contractor to work with it where required to enhance the Contractor's and the Council's reputation. All joint communications and promotions with the media will be subject to the Council's prior approval.
- 2.19.11. The WDC logo must be shown on all promotional material, to include: all printed leaflets and promotional materials; all promotional materials in electronic form; and all advertising, both for external and internal use.

EQUAL OPPORTUNITIES AND DIVERSITY

- 2.19.12. The Contractor will implement equal opportunities and diversity policy and practices, which meet legal requirements and best practice and that are in line with the Council's own policy on these matters.

BRIBERY ACT 2010

- 2.19.13. The Contractor shall ensure that at all times their processes, procedures and method of operation comply with the requirements of the Bribery Act 2010. This shall include the steps they have taken in terms of having adequate procedures in place to preclude bribery.

APPENDIX 1: PROGRAMMING

Appendix 1 - Warwick DC Leisure Facilities Current Programme and Regular Bookings 2015/2016

TO FOLLOW

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APPENDIX 2: LEISURE CENTRE CHARGES 2015/2016

WARWICK LEISURE FACILITIES CHARGES 2016/2017

TO FOLLOW

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APPENDIX 3 AND SUBSEQUENT APPENDICES

THESE DOCUMENTS ARE IN THE PROCESS OF BEING PREPARED, AND THEY WILL BE ATTACHED AS APPENDICES TO THE SPECIFICATION (SEE DRAFT LIST AT THE BEGINNING OF THE SPECIFICATION)

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