

Draft 6 – 18/02/15



WANDSWORTH BOROUGH COUNCIL

**INVITATION TO TENDER
IN RESPECT OF A CONCESSION CONTRACT TO DEVELOP AND MANAGE
THE REDGRA SPORTS PITCH AND ASSOCIATED PREMISES ON THE
TOOTING BEC COMMON TRIANGLE FIELD**

VOLUME 3: SPECIFICATION

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1. INTRODUCTION AND BACKGROUND INFORMATION

- 1.1. The existing red-gra playing surface (approximately 76m x 50m, 3,800 sqm) which is adjacent to a recently re-developed children’s playground and other facilities for children and families was installed in the late 1940s early 1950s.

The associated premises comprise a single storey modular steel building that was constructed in the second half of the 1980’s. The main building, with a total floor area of approximately 235 square metres, comprises a large open plan hall with offices and storage rooms on two sides. Attached to this is an ancillary area of some 20 square metres which accommodates toilets for males and females and further storage. Originally built and used as a Youth Centre, it has, since 2009 served as the base for the Balham Amateur Boxing Club. The premises will be vacant and available to the Concessionaire prior to the confirmed commencement of the Installation and Renovation Works. There is potential to convert the premises for use as changing facilities to service the external playing surface together with other appropriate facilities all subject to the granting of necessary permissions.

Commented [A1]: Or something similar – suggesting this as it would seem sensible to keep the Boxing Club going for as long as possible and not to have premise empty/vacant for too long a period

Located close to Emmanuel Road, SW12 the facilities are approximately 5 minutes walk from Balham Town Centre with it’s excellent underground (Northern Line) and mainline rail (Southern – Victoria to Croydon, Gatwick, Brighton and the South Coast) services and numerous bus routes.

The red-gra area is floodlit and was previously fenced, but the playing surface is in poor condition and does not meet either current standards or expectations.

2. DETAIL OF REQUIREMENT

- 2.1. There is strong demand across the Wandsworth Council area for high quality all weather sports surfaces in particular from football clubs catering for players of all ages, (from 3 years and upwards), from local schools and other sporting organisations.
- 2.2. The Council is offering appropriate organisations and individuals the opportunity to create and provide just such a facility in this thriving and vibrant area in return for granting a lease for up to 25 years to the successful applicant.
- 2.3. The Council requires the Concessionaire to design, supply, install, operate and fund a 21st Century outdoor all weather sports facility. The Concessionaire shall ensure that the facility operates as a commercially viable business that will be affordable to local residents, schools and established youth groups and generate sufficient income to compensate the Council for the use of its land by means of rent.

3. CRITERIA FOR PROPOSALS

- 3.1. Applicants should note that the site is on common land and as such there are a number of restrictions that relate to the development of the site. These restrictions are summarised in the table below.

Table – Building Restrictions

No.	Item	Criteria
1	Size/dimensions of the artificial (carpeted) surface	Maximum 84 metres by 58 metres (within any perimeter fencing) – could support one 9v9 pitch and one 7v7 pitch – plus training and other appropriate sports/activities.
2	Playing surface:	Artificial grass, ideally 3G, that would support football turf pitches (FTP) capable of achieving FA (or equivalent) accreditation allowing professional-standard competitions to be played.
3	Perimeter fencing (if included in the proposal)	Not to exceed 4.5 metres height and to be provided with sufficient access points (numbers

		and style) capable of achieving FA (or equivalent) accreditation allowing league fixtures and professional-standard competitions to be played.
4	Floodlights (if included in the proposal)	Maintained average illuminance not to exceed 200 lux –Uniformity not to exceed 0.6 Low glare floodlights (reducing light spill outside the playing area to the absolute minimum possible.
5	The Building	Any proposal to increase the footprint of the building shall be restricted to the northern elevation of the building and shall not encroach onto the existing public footpath.

Commented [A2]: Think we should consider relaxing this to allow for small extension to the current building - for discussion

4. PLANNING PERMISSION

- 4.1. Any proposed development of the playing surface and the building shall be subject to planning consent and, as appropriate, the consent of the Planning Inspectorate, as the facilities are located on common land where specific legislative requirements apply to any proposed development.
- 4.2. The Council, assisted by the Concessionaire, will submit the appropriate application/s to the Planning Inspectorate seeking the Secretary of State for the Environment, Food and Rural Affairs, consent in accordance with the relevant legislation.
- 4.3. The Concessionaire shall ensure that all necessary planning permissions and consents are secured by the Concessionaire at the Concessionaire's own cost. In respect of any application to the Secretary of State for the Environment, Food and Rural Affairs the Council will make the application/s (see 4.2 above) and the Concessionaire shall reimburse the Council its costs in so doing. The Council anticipates that the following permissions and consents may be required but it is up to the Concessionaire to be satisfied that they have obtained all necessary permissions and consents required for the proposed construction work to be undertaken.
 - a) Planning Permission in accordance with the Town and Country Planning Act 1990
 - b) The consent of the Secretary of State for the Environment, Food and Rural Affairs in accordance with Article 12 of The Greater London Parks and Open Spaces Order 1967 (determined by the Planning Inspectorate)
- 4.4. Applicants should seek their own advice of the Council's Planning Service as to whether planning permission will be needed for their proposed improvements to either or both of the facilities and that they will be responsible for seeking and gaining such consents as may be required.

Commented [A3]: Not sure that it's worth progressing this at this stage given the level of detailed information that has to be provided in/with the application - see proposed new wording

Commented [A4]: Any updates on this?

5. EQUIPMENT

- 5.1. All equipment necessary for the design, build, maintenance and supply (day to day operation) of the Concession shall be provided by the Concessionaire.

6. LEVEL OF SERVICE

- 6.1. A high level of customer service is expected and Staffing levels shall be adequate and flexible enough to cope with demand. The Concessionaire shall ensure that high level customer care services are maintained at all times.
- 6.2. All staff employed by the Concessionaire shall be professional, well trained and competent in the skills necessary to their respective role within the organisation.

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- 6.3. The Concessionaire shall ensure that all staff working at the facility are provided with uniforms and name badges.
- 6.4. Bookings: The Concessionaire shall operate booking and payment systems appropriate to the activities provided at the Facilities. Booking options should be available and accessible to all potential users and shall include the following:
- I. Telephone booking and payment systems;
 - II. Electronic booking and payment system/s, accessible from the Council's web-site; and
 - III. On site reception staff.

7. STAFFING, SAFEGUARDING AND PROTECTING CHILDREN AND VULNERABLE ADULTS

- 7.1. The Concessionaire must have procedures for reporting Child Protection issues as set out in his Method Statement at Schedule 3, which are in accordance with the protocols and procedures of the Wandsworth Safeguarding Children Board (WSCB) as detailed in Schedule ???. The Concessionaire shall comply with his procedures in relation to Child Protection as set out in Schedule 3.

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Determine if this is a Schedule or Appendix,
Number Sch or App
Insert the appropriate words and/or a link

8. PRESENTATION AND LAYOUT

- 8.1. The Concessionaire shall ensure that the internal lay-out of the building is suitable to ensure high level service. The Concessionaire's initial plan for the internal lay-out of the building is included at Schedule 3 (Method Statements). The Concessionaire shall also ensure that the layout of the external facilities is conducive to providing the 21st Century Artificial Grass Sports Facility. The Concessionaire's initial plan for the outside lay-out of the building is included at Schedule 3 (Method Statements).
- 8.2. Facilities provided within the building shall include, but not be restricted to, changing rooms and showers/washrooms and toilets that will include facilities for the disabled and baby changing and will be freely accessible to members of the public during the hours of operation of the facilities..
- 8.3. The concessionaire shall ensure that all internal and outdoor areas are maintained free from rubbish and graffiti at all times and shall be responsible for the collection and disposal of all arisings.

9. CHARGES

- 9.1. The Concessionaire may charge the following fees to users:
- a. Facility hire fees,
 - b. Coaching/course fees,
 - c. Membership fees (if appropriate),
 - d. Equipment hire fees,
 - e. Competition entry fees (if appropriate)
 - f. Charges for refreshments (if appropriate)
- 9.2. The initial Charges for Year 1 of the Contract are set out in Schedule 3 (Method Statements).
- 9.3. For all subsequent years the Concessionaire shall notify the Council of its proposed Charges for the next Contract Year not later than August and the Council shall either confirm its acceptance of those Charges or provide comments on where it thinks the Charges should be changed. Any disagreement over the level of Charges shall be referred to the Expert under the dispute resolution clause.

10. ANCILLARY BUILDINGS, INFRASTRUCTURE AND SERVICES

- 10.1. The Concessionaire shall meet all running costs associated with the management and use of the Facility and the associated outside area.

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10.2. All associated costs, including designing, supplying, installing and operation of the facility shall be funded by the Concessionaire. The Council shall not contribute any funding to this project.

11. INSURANCE

11.1. The Concessionaire shall ensure that it holds the following minimum levels of Insurance for the duration of the Concession Period (including any extension):

- IV. Public Liability £5,000,000
- V. Employers Liability £10,000, 000

12. MAINTENANCE

12.1. Repair and maintenance of the facility shall be the responsibility of the Concessionaire, who must ensure that all health and safety requirements and current legislation are met at all times throughout the Contract Period.

13.1.1 The Concessionaire shall adhere to the following minimum standards throughout the Concession Period:

- a Compliance with Council guidelines and guidelines of the relevant sports' governing body or bodies on the maintenance of the all weather surface and any other specialist provision ,
- b As appropriate the resurfacing of the all weather sports pitch in accordance with guidance, guidelines and recommendations of the relevant sports governing body (or bodies) and the manufacturer/installer.
- c Repair and/or renewal of perimeter fences,
- d Repair and/or renewal of floodlights and associated equipment,
- e Maintenance of all pathways and accesses,
- f Maintenance of fixed fittings, furniture and equipment (including without limitation, goals and nets) with replacement as necessary to maintain the required standards and in any event if instructed to do so by the Authorised Officer.,
- g Routine maintenance of the artificial grass playing surface to ensure that it is kept clean, free of detritus and moss, and in optimum condition at all times,
- h Ensure that all pitch markings are kept clearly visible at all times,
- i Ensure that all statutory obligations are met within the Concessionaire's leased area which includes, but are not limited to, the routine care, maintenance and inspection (where required) of electrical and mechanical services and plant, and that there are adequate measures in place to safe guard the public at all times. The Concessionaire shall ensure that all routine tests and inspections are recorded and that the records are made available to the Authorised Officer on demand.

Commented [A6]: is this correct/sufficient ? do we want to specify a frequency ?

Commented [A7]: adapted from the tennis contract - used "if" instead of "when"

13.1.2 **Sinking Fund:** The Concessionaire shall ensure that an appropriate level of finance is allocated to maintaining the the facilities and the ongoing provision of quality facilities to retain established users and attract new ones. As a minimum standard the Concessionaire will be required to meet any guidelines and guidance issued by the relevant sports governing bodies in respect of sinking funds or financial arrangement for the proper care, maintenance and replacement of the artificial grass sports surface and any other specialist equipment or provision. The Concessionaire will provide the Authorised Officer with an annual financial account for the sinking fund.

Commented [A8]: Taken, and adapted, from the Tennis Court contract – anything more needed ?

13.1.3 For the avoidance of doubt the Concessionaire, and not the Council, shall bear any loss of income/earnings caused by maintenance.

13.1.4 The Concessionaire shall take every care to prevent damage being done, by his activities, to the ground, grass, trees, shrubs, furniture, fixings and any other property within the Common and in the event of any such damage being done the Concessionaire shall immediately rectify such damage at its own expense to the satisfaction of the Authorised Officer.

13. HOURS OF OPERATION

13.1. The Concessionaire shall open the facilities on a minimum of 350 days each year during the Operating Hours set out below:

Commented [A9]: To allow for a maintenance closure

Days of Week	Opening Times	Floodlights Off	Closing times
Monday to Friday	No earlier than 08.00 hours	21.00 hours	21.30 hours
Saturdays, Sundays and Bank Holidays	No earlier than 09.00 hours	19.30 hours	20.00 hours

13.2. If at any time other than in an Emergency or where the Council is exercising a right pursuant to this Contract the Council closes the Common or the part of the Common on which the facility is located such that the Concessionaire is prevented from providing the Services, the Council shall recompense the Concessionaire the costs of any bookings taken prior to notice of such closure. For the avoidance of doubt, where the Concessionaire is prevented from providing the Services in an Emergency no compensation shall be payable by the Council.

14. MANAGEMENT REPORTS

15.1. The Concessionaire will be required to maintain and make available to the Council a complete set of records in relation to inspection and testing documents, daily income records, daily user numbers, complaints/compliments/customer satisfaction surveys, Health and Safety records and accident reports. The Concessionaire shall provide the Council with copies of these records, as a minimum within 30 days after the first, and each subsequent, anniversary of the Commencement Date.

15.2. The Concessionaire shall provide certain of the records more frequently, in particular daily income, user and customer satisfaction/complaints information, details to be confirmed by (agreed with) the Authorised Officer.

Commented [A10]: is this appropriate/sufficient ?

Commented [A11]: do we need to include more of the detail set out in the Tennis Contract ?

15. MARKETING

15.1. Marketing of the facility will be the responsibility and at the cost of the Concessionaire.

16. SIGNAGE

Commented [A12]: is this necessary? Would you prefer to have an input as it relates to the design and material used?

16.1. Appropriate signage will be required to advertise the location of Facility and this shall be provided at the expense of the Concessionaire.

16.2. The design, content and location of such signage must first be approved, in writing, by the Council (the Authorised Officer). The Concessionaire shall take note of the content of "The Council's Parks Service Policy on advertising on or in parks, commons, and open spaces" when considering his signage needs. A copy of the Policy is provided at Appendix 1.

17. SECURITY

17.1. Security of the facilities (the building and the external areas) shall be the responsibility of the Concessionaire.

18. BYELAWS

18.1. The Concessionaire shall be aware that bye-laws and other regulations apply to Tooting Bec Common – those currently in force are the Greater London Council Parks, Gardens and Open Spaces Bye-Laws (GLC Bye-Laws) and Wandsworth Council Dog Control Orders. As far as possible the Concessionaire shall ensure that users of his facilities are aware of the bye-laws and regulations and are encouraged to observe these when arriving at or leaving his premises.

19. COMMUNITY BENEFITS / SOCIAL VALUE

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- 19.1. The Concessionaire shall consider flexible pricing to ensure access to the service by all sectors of the community. This could be through off-peak offers, offers to block bookings from schools, clubs etc. All other pricing innovations will be considered.
- 19.2. The Concessionaire shall provide and maintain public toilets that will include facilities for the disabled and baby changing and will be accessible to members of the public throughout the published opening hours of the Concession.

APPENDIX 1

The Council's Parks Service Policy on advertising on or in parks, commons and open spaces.

Anyone who displays an advertisement, or uses an advertisement site, or knowingly permits someone else to do so, without the consent required for it is acting illegally and may be subject to a prosecution with a maximum fine of £2,500 (and with an additional daily fine of one-tenth of the maximum penalty on conviction of a continuing offence).

It is illegal to display any advertisement (even if it has deemed consent) without first obtaining the permission of the owner of the site. For most parks, commons and greenspaces in Wandsworth this permission should be sought from the Chief Parks Officer. If the site in question is not owned / managed by LB Wandsworth you will be redirected accordingly.

What do we mean by advertising?

The advertisement control system (as defined by the DCLG) covers a very wide range of outdoor advertisements and signs including (but not limited to):

- posters and notices
- placards and boards
- fascia signs and projecting signs
- pole signs and canopy signs
- models and devices
- captive balloon advertising (not balloons in flight)
- flag advertisements

Isn't there a "deemed consent" under planning regulations for some sorts of advertising?

There may be deemed consent / permitted advertising under the planning regulations, however there are byelaws that apply in our parks, commons and open spaces which still require you to seek permission. If you fail to do so you will be liable for prosecution under the byelaw offences.

Permitted advertising not requiring planning permission but which may contravene byelaws includes:

- notices or signs to be displayed on any premises for the purpose of advertising the fact that a person, partnership or company is carrying on a profession, business or trade at those premises. These would include the name of a company operating from the premises. An advertisement in Class 2(B) must not exceed 0.3 of a square metre in area. *Byelaws may however still apply*

- temporary notices or signs which are intended to advertise any local event being held for charitable purposes, which may be religious, educational, cultural, political, social or recreational, but *not for any commercial purpose*. The advertisement permitted by Class 3(D) must not exceed 0.6 of a square metre. *Byelaws may however still apply*

- temporary notices or signs announcing the visit of a travelling circus or fair. These advertisements must not be displayed more than 14 days before the opening of the circus or fair and must be removed within seven days afterwards. The local planning authority must be told 14 days beforehand of the sites of the notice. The notice or sign must not exceed 0.6 of a square metre. *Byelaws may however still apply*

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Advertisements permitted under the above categories *must not*: have any letters, figures, symbols or similar features of the design over 0.75 of a metre in height; have the highest part of the advertisement at more than 4.6 metres above ground-level; or be illuminated in any circumstances.

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i Department for Communities and Local Government

ii For requests concerning Battersea Park your enquiry may be passed to the Events Team as additional planning restrictions apply and priority is given to advertising associated with Events being held in the Park.

OK so what do they byelaws say about advertising?

GLC Bylaws

36(b) No person shall... display any advertisement without the Consent of the Council...

Wandsworth Bylaws

4. Billposting. No person shall post any bill, placard or notice whatsoever upon any wall, stone, lamp-post, seat, tree, or other thing in or enclosing any park, garden or open space.

16. Distribution of Bills etc. No person shall distribute any bill, placard or other printed or written matter in any park, garden or open space.

It should be noted that neither bylaw supersedes, nor is superseded by, planning legislation. The fact that the Council happens to be the planning authority is not relevant to the byelaws, they are parallel systems of regulation.

I think my proposal is permitted under both sets of legislation above, what next?

If you wish to erect advertising in or on a park, common or green space you still need the permission of the Council's Parks Service. This is regardless of whether planning or by-law regulations are relevant – you may only do what we as landowners allow. For permission to erect advertising contact, in writing:

Chief Parks Officer,
Wandsworth Parks Service
Battersea Park,
London
SW11 4NJ

parks@wandsworth.gov.uk

Without the following details we will not process your application:

- Name of the site at which you wish to advertise
- The format & size of the advert you wish to use
- if you are seeking permission for mobile advertising to promote an activity you are carrying out on the site – please give details of your regular time slot, day of the week and allocated location
- Your daytime contact details

NB: if you are already dealing with our Events team please discuss your advertising needs with them in the first instance.

Even if permitted any advertisements must comply with the following conditions.

They must:

- be kept clean and tidy
- be kept in a safe condition
- not obscure, or hinder the interpretation of, official road, rail, waterway

or aircraft signs, or otherwise make hazardous the use of these types of transport

- be removed carefully where so required by the planning authority or any authorised officer of LB Wandsworth

