



Schedule 2– Services Specification

LEISURE AND CULTURAL SERVICES CONTRACT
SERVICES SPECIFICATION LOT 2

LOT 2 – Leisure and Sport

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Background and Summary

This Specification focuses primarily on the outcomes required in relation to general performance requirements and the services required for Leisure and Sport. The majority of the Specification is not prescriptive in relation to how these outcomes are delivered so as to enable innovative solutions. However, the Concessionaire must be mindful of, and ensure compliance with, the regulatory framework set out within the Specification, within which the Services shall be delivered.

The Specification is set out in five Sections:

1 Section 1 - Summary of Services and General Performance Requirements

Section 1 sets out the four main types of services comprising the Services:

- Specific Services
- Client-Side Services
- Premises Management Services
- Consultancy and Advisory Services

It also details a range of areas of General Performance Requirements and the Council's minimum requirements/ standards in relation to each of these.

2 Section 2 - Specific Services in more detail

Section 2 details the range and scope of service delivery for the specific Service Areas within the Leisure and Sport.

3 Section 3 – Client-Side Services

Section 3 details the Contracts for which the Concessionaire provides a Client-Side function to the Council.

4 Section 4 - Sites, Premises & Facilities

Section 4 details the range of sites, premises and facilities that the Concessionaire will have direct, indirect or no responsibility for managing as part of the Property Management Services, and which form the focus of the other Services referred to above.

5 Section 5 - Appendices

Section 5 comprises the Appendices referred to in Sections 1, 2, 3 and 4.

All capitalised terms are defined in the Agreement of which this Specification forms a part.

Section 1 - General Performance Requirements

PART 1 SERVICE DELIVERY

1 THE SERVICES

- 1.1 The Concessionaire shall provide the Services as set out in this Specification. The Services to be delivered are broken down into the following categories:
- 1.1.1 The **Specific Services** which are the Leisure and Sport services which the Concessionaire is to provide directly to the Customers;
 - 1.1.2 The **Client-Side services** which comprise the management services for the Council's Leisure and Sports Services contracts;
 - 1.1.3 The **Premises Management Services** to be provided in relation to the various Premises listed in Section 4 for which the Concessionaire is responsible during the Contract Period; and
 - 1.1.4 The **Consultancy and Advisory Services** which comprise the ad hoc consultancy services to be provided by the Concessionaire to the Council in relation to Leisure and Sports services.
- 1.2 In performing the Services, the Concessionaire shall also comply with the general requirements set out in paragraphs 8 - 14 of this Section 1 below.

2 SPECIFIC SERVICES

- 2.1 **Strategic Aim:** To deliver and enable excellent Leisure and Sport services which: engage and inspire people; develop welcoming, high-quality places; and strengthen vibrant, sustainable and healthy communities.
- 2.2 The Concessionaire shall provide the Specific Services as contained within **Section 2**, and shall be responsible for managing these Services in line with the requirements and objectives of the Council as set out in Section 2.
- 2.3 The Concessionaire shall work with the service providers for Lot 1, 3 and 4 to help ensure the successful delivery of Leisure and Culture Services.
- 2.4 The Specific Services cover services in respect of Leisure and Sport

3 CONCESSIONAIRE CLIENT-SIDE SERVICES

- 3.1 The Concessionaire shall provide day to day management for the contracts and service level agreements that are in place with Council departments as set out in Section 3. The Concessionaire shall:
- 3.1.1 Manage the services in line with the specifications, requirements and contracts agreed and signed by the Council;
 - 3.1.2 Monitor the performance of the contractors against their contracts;
 - 3.1.3 Review invoices submitted by the contractors and confirm to the Council whether payment should be made in full or whether deductions should be made together with reasons;
 - 3.1.4 Instigate performance mechanisms to ensure adequate performance of the services under the contracts;
 - 3.1.5 Respond to contractor requests and queries;
 - 3.1.6 Organise and attend contractor review meetings in line with the provisions of the contract;
 - 3.1.7 Carry out spot checks of the services provided;
 - 3.1.8 Respond to complaints made against the contractor;
 - 3.1.9 Follow up on any health and safety incidents;
 - 3.1.10 Assist the Council in contract exit and re-tendering as applicable;
 - 3.1.11 Assisting the Council in budget forecasting and advising on trends and projections in spending;
 - 3.1.12 Assisting the Council in relation to the services provided generally
- 3.2 The Council, following discussions with the Concessionaire, shall normally be responsible for contract renewals.
- 3.3 For the avoidance of doubt the Concessionaire shall only provide Client-Side Services in relation to the Contracts listed in Section 3.

4 PREMISES MANAGEMENT SERVICES

4.1 Premises

- 4.1.1 The Concessionaire's management and maintenance responsibilities that are set out in this **paragraph 4** of the Specification extend to those sites, premises and facilities named/listed in **Section 4**. This includes, where applicable:
- 1. Premises which the Concessionaire will occupy as its own offices and depots (**Table 1**); and

2. Premises which the Concessionaire will manage for use as bookable facilities (**Table 2**); and

together known as the "Premises". The Concessionaire shall enter into leases or licences for each of the Premises listed in Table 1 and 2. The Concessionaire shall not enter into leases or licences of the Premises listed in Table 3.

4.2 The Concessionaire's Maintenance and Repair Obligations

4.2.1 The Concessionaire shall be responsible, at no cost to the Council, for the following which shall be known as the "Concessionaire's Repair Obligations":

- o The maintenance and repair of all Equipment, (see paragraph 4.2.3 below);
- o Cleaning and housekeeping of all internal surfaces of all the Premises (as applicable) (see Paragraph 4.2. below);
- o All routine cleaning of the following external surfaces
 - Window and window frame cleaning;
 - Cleaning and clearing of the forecourt, paths and all external hard surfaces up to the boundaries of each Premises;
 - Ensuring the clearing and cleaning of the Car parking areas
 - Cleaning of all external doors; and
 - Ensuring the clearing, maintaining and planting as applicable in all garden areas (see paragraph 4.2.6 below).
- o Security of the Premises (See paragraph 4.2.5 below);
- o Energy conservation and sustainability of the Premises (see paragraph 4.2.7 below);
- o Payment of all Utilities at the Premises (see paragraph 4.2.8 below);
- o the maintenance of the Premises listed in Table 4 at Section 4 (see paragraph 4.2.9 below);
- o to inform the Council, via the Help Desk Facility of its computer aided facilities management system, in the event that it becomes aware or should reasonably have become aware that any plant or Premises require repair or maintenance where such repair or maintenance is a Council's Repair Obligation; and
- o the Concessionaire is required to report any suspected damage to asbestos to the Council.

4.2.2 Changes to the Premises

The Concessionaire shall not make any structural alterations or other changes or improvement works to the Premises unless it has obtained the Council's consent for any changes to the Premises. See also paragraph 4.4 below.

4.2.3 Maintenance of Equipment and Fittings –

4.2.3.1 The Concessionaire shall be responsible for the **maintenance** of the Equipment and Fittings used for the delivery of the Services.

- 4.2.3.2 The Concessionaire is required to carry out, in an efficient and effective manner, routine maintenance on the heating, ventilation, water treatment, plant and associated equipment in all relevant buildings
- 4.2.3.3 The Concessionaire shall be responsible for any plant failure including replacement costs which the Council considers results from the Contractor failing to properly meet the requirement for the operation and routine maintenance of plant
- 4.2.3.4 Fire and Emergency Protection Systems - The Concessionaire shall provide a separate log for fire protection and emergency system
- 4.2.3.5 Lift Maintenance – Where a lift is present in any premises shown in Table 1 or 2, the Concessionaire is to employ a competent lift maintenance contractor to carry out the recommended manufacturer’s maintenance (for compliance with current European and British Standards, as applicable) during monthly service visits to all lifts and carry out repairs as required to ensure that all the lifts are kept fully operational. The Concessionaire shall inform the Council of any works that are required to be carried out over £5,000 for clarification of procurement and further authorisation, together with any improvement work that is considered appropriate by the Lift Maintenance Concessionaire
- 4.2.3.6 Where the Concessionaire considers that any item of plant is not maintainable, they shall inform the Council in writing and provide a time in which the item of plant should be replaced and the cost.
- 4.2.3.7 The Council may, following advice from the Specialist Monitor appointed in accordance with paragraph 4.3.2.6 authorise the Concessionaire to replace the item of plant, subject to the cost of the plant replacement being greater than £5000.00. All plant replacement having a cost less than £5000.00 shall be the responsibility of the Concessionaire.
- 4.2.3.8 The Concessionaire shall provide day-to-day, weekly, monthly and annual routine maintenance systems in accordance with the Building & Engineering Services Association (formerly HVCA) SFG 20 Standard Maintenance Specification for Building Services and generally as the typical routines shown in paragraphs 1, 2 and 3 of this Part C and a monitoring system at each Centre.
- 4.2.3.9 The Concessionaire is required:
 - 4.2.3.9.1 to report to the Council any mechanical and electrical defects outside of his direct responsibility Attend regular meetings (6 weekly, with the council representatives to report the condition of plant and equipment.
 - 4.2.3.9.2 To annually inspect the plant and produce a condition report for the Council.
 - 4.2.3.9.3 To annually produce a 5-year rolling programme of renewals and major repairs in priority order with indicative costs.
 - 4.2.3.9.4 By 31st of January each year agree the planned maintenance repairs and renewals with the Councils representative for the annual programme.
 - 4.2.3.9.5 Programme renewals to ensure the service delivery is not compromised

4.2.4 **Housekeeping and cleaning -**

The Concessionaire shall be responsible for ensuring cleaning of all areas of the

Premises, including Equipment, Fixtures and Fittings. The level of cleanliness must be visibly acceptable at all times, taking due account of Customer expectations, the environment and use of the Premises and all relevant hygiene and health and safety regulations.

4.2.5 Security -

The Concessionaire shall take all reasonable steps to ensure the safety of Customers and the security of their possessions whilst on/in the Premises.

1. The Concessionaire shall at all times be responsible for the total security of the Premises, including all areas of the buildings, structures and amenities, plant and Equipment therein. The Concessionaire shall ensure that appropriate arrangements are in place for the security and locking of the Premises (where agreed/required) and that out of hours contact details are provided to the Authorised Officer for use in an emergency.
2. The Concessionaire shall ensure that alarm systems, where fitted, are operated in accordance with manufacturers operating instructions when the Premises covered are not occupied. The Concessionaire shall report faults with the alarm systems to the Council.

4.2.6 Grounds Maintenance

The Concessionaire shall ensure that the hard and soft landscaping of the grounds are maintained in a clean, tidy and safe condition and present a welcoming external aspect and approach to the Premises. The Concessionaire shall be responsible for all aspects of landscape maintenance which shall include, without limitation, all grassed and planted areas (including flowerbeds, shrubberies, hedges and trees) through management of the Council's Grounds Maintenance and Arboricultural Services contracts in liaison with the contractor for Lot 1 and 3.

4.2.7 Environmental policy and energy conservation –

1. The Concessionaire shall have clear environmental sustainability policies and procedures.
2. The Concessionaire shall operate the Premises in an environmentally friendly and sustainable manner, having regard to the design of the Premises and the existing Plant, Fixtures and Fittings and state of repair of the Premises and shall take all reasonable steps to reduce energy consumption, minimise chemical usage, recycle appropriate non-hazardous wastes, recycle and reduce water consumption and therefore will be responsible for the reporting of CO2 emissions where applicable.

4.2.8 Utilities

1. The Concessionaire shall be responsible for the provision of and payment for all utilities at all Premises listed in Tables 1, 2, and 3 of Section 4.
2. The Concessionaire shall take meter readings for all utilities at all Premises at the beginning and end of the Contract Period.
3. The provisions of Schedule 13 of the Agreement (Multi- occupier Premises) shall apply in relation to the Premises identified therein

4.2.9 Building Maintenance

1. The Concessionaire shall be responsible for the maintenance, repair and decoration of the buildings, including signage, save for the structure and the external appearance.

2. Where the Concessionaire considers that any item of building maintenance is not the responsibility of the Contractor, he shall inform the Council.
3. In the event that the Concessionaire determines that any of these Premises are surplus to their requirements they shall notify the Council and shall discuss the future use of the Premises through the Change Procedure.

4.3 The Council's Repair Obligations

4.3.1 The Council shall be responsible for all routine and preventative maintenance and repairs not referred to in paragraphs 4.2, at the Premises, (for which the Concessionaire shall be responsible). The "Council's Repair Obligations" are further defined in the Agreement, and include, but are not limited to, the following:

1. external surfaces and external structure of the Premises, including external decoration of the surfaces;
2. Replacement plant at the Premises where replacement cost exceeds £5,000 in accordance with 4.2.3

Further provisions on the Council's Repair Obligations are set out in the Agreement.

4.3.2 Closures for planned maintenance -

1. Prior to the commencement of each year of the Contract Period, the Council will prepare an annual planned maintenance programme except in relation to the Table 4 Premises. The Council will consult with the Concessionaire on the development of the annual planned maintenance programme and shall agree the plan, including any closures, with the Concessionaire.
2. The Council may from time to time need to close Premises to carry out planned maintenance. Such closures shall be clearly shown on the planned maintenance programme. The Council shall provide the Concessionaire with no less than 3 months' notice of any such closures. The Concessionaire shall not be entitled to any compensation or payment in relation to such planned maintenance, save in the following circumstances:

4.3.2.2.1 Closure was not included in the agreed annual planned maintenance programme;

4.3.2.2.2 Closure exceeded the agreed planned closure period;

4.3.2.2.3 The works undertaken are of such poor quality, design or implementation that they have a material and adverse impact on the Concessionaire's ability to deliver the Services in accordance with this Agreement and/or the Concessionaire's Business Plan.

Where one of these grounds exists, the compensation shall include loss of third party revenue.

4.3.3 Unplanned and enforced closures -

4.3.3.1 In cases where the unplanned closure is due to works to be carried out by the Council in accordance with its responsibilities for the structure of

the sites, premises and facilities the Council shall contact the Concessionaire as soon as it becomes aware of the need for the closure, by telephone or by email. The Council shall provide the Concessionaire with details of the event leading to the closure, the expected length of the closure and the areas affected by the closure.

4.3.3.2 The Concessionaire shall contact the Council as soon as it becomes aware of the need for repair.

4.3.3.3 The Concessionaire shall not be entitled to any compensation or payment for any such unplanned closures, save in the following circumstances:

4.3.3.3.1 The closure exceeds the period advised to the Concessionaire as required to carry out the unplanned works;

4.3.3.3.2 The works undertaken are of such poor quality, design or implementation that they have a material and adverse impact on the Concessionaire's ability to deliver the Services in accordance with this Agreement and/or the Concessionaire's Business Plans

Where one of these grounds exists, the compensation shall include loss of third party revenue.

4.3.3.4 Initial contact from Customers regarding unplanned closures must be with the Concessionaire and information must be updated on its website or other means deemed most appropriate by the Concessionaire.

4.4 General Improvements and Works

4.4.1 The Concessionaire shall not undertake any improvement works itself but may from time to time propose improvement works to the Council.

4.4.2 The Concessionaire shall whenever possible, with the Council's prior approval, pursue opportunities for external funding for any improvement works.

4.4.3 The Council shall at their absolute discretion either accept the proposals or reject them. Any such improvement works will be carried out by the Council (which will not be unreasonably withheld), or at the Council's discretion and subject to the receipt of no less than three quotations, by the Concessionaire on the Council's instruction.

4.5 Use of Premises

4.5.1 The Council reserves the right to utilise any of its Premises for democratic processes or civil emergencies (both practice and actual). With regard to democratic processes the Council will give at least 56 days' notice of intention to use the assets managed by the Concessionaire and in respect of practice civil emergency exercises the Council will give at least 90 days' notice of intention to use the assets managed by the Concessionaire. Any costs or losses suffered or incurred by the Concessionaire shall be dealt with in accordance with clause 13.4.3 of the Agreement.

5 CONSULTANCY AND ADDITIONAL SERVICES

5.1 The Concessionaire shall also provide Consultancy Services to the Council in relation to other aspects of leisure and sports within the Borough, as reasonably required by the Council from time to time. Such advice to be provided by the Concessionaire's own pre-existing internal

resources.

5.2 Areas for consultancy and advisory services are likely to include (without limitation):

5.2.1 Advice on and in relation to the Council's tennis courts concession contract and other leisure and cultural services contracts;

5.2.2 Advice to the Council on and in relation to other leisure and sport activity in the Borough

PART 2 - INCOME AND CHARGES

6 PRICING AND CHARGES

6.1 The Council shall set maximum fees for Customers for some facilities ("the Charges" as identified in Appendix 1). The Council shall review and set these maximum fees annually in line with the Council's financial regulations. The Council shall consult with the Concessionaire when setting these maximum fees of the Charges.

6.2 The Concessionaire shall be entitled to set fees for the Charges for Customers provided such fees are below the maximum set by the Council. The Concessionaire shall not be entitled to charge more than the maximum fees at any time unless otherwise agreed with the Council.

6.3 The Concessionaire shall have full discretion to set fees for the use of facilities by Customers in areas other than the Charges.

6.4 No later than [15] August of each Contract Year the Concessionaire shall prepare and provide the Council with proposals for the maximum fees for the Charges for the forthcoming calendar year. Such charges will be subject to review by the Council in October of each Contract Year and the Council shall respond in writing to the Concessionaire's proposals by no later than 15 September in each Contract Year. The Council may, acting reasonably, object to the proposed changes if any of the proposed fees if the Council considers the proposed fees Charges are unreasonable and shall refer any objections back to the Concessionaire for discussion. An agreed set of proposals for the Charges shall then be referred to the appropriate member-level body for approval.

6.5 The Council may at its discretion consider increases in fees levied for Charges by the Concessionaire which are in excess of the maximum if they result from changes in external funding.

6.6 If changes in the Charges are agreed, the new charges will take effect from 1st January or such other date as is appropriate to the service to which the particular charge applies, provided always that the Customers shall be given no less than 28 days' notice of any increase in prices.

6.7 Where relevant, details of current charges shall be prominently displayed at all Customer Reception Desks, on the Concessionaire 's web site and in appropriate marketing material.

6.8 Notwithstanding the time table above, the Council shall give due consideration to requests from the Concessionaire to review the maximum fees for the Charges for the Services at other times due to exceptional and/or unforeseen circumstances and/or to maximise business opportunities. The Concessionaire accepts that this may require approval from the appropriate member-level body.

7 INCOME

7.1 The Concessionaire shall provide the Services so as to maximise income from the Premises and facilities, including through Lettings. The income under the Contract is likely to come from various different sources as set out in paragraphs 7.2 and 7.3 below. The Concessionaire shall share the income with the Council in line with the provisions set out in paragraph 7.2 and 7.3 below.

7.2 Retained Income

The Concessionaire shall be entitled to retain all the following income. For the avoidance of doubt the Council shall retain all other income:

7.2.1 **Operational Income:** The Concessionaire may retain all income from the use, in line with the Contract, of the Premises set out in Table 2. "Operational Income" does not include Lettings (which fall within the Shared Income provisions below), or income from Concession Contracts (which can be either Retained Income or Shared Income as set out below) but will include all other hire arrangements.

7.2.2 **Existing Bookings:** The Concessionaire will be responsible for honoring all events bookings made prior to the commencement date, up and including to 30th September 2021.

7.3 Shared Income

7.3.1 **Income from Lettings:** Income generated by the Concessionaire by the sub-letting on an exclusive basis, with the prior approval of the Council, of space within one of the Premises which is not being used for operational requirements ("a Letting") shall be shared as follows:

1. 50% payable to the Concessionaire; and
2. 50% payable to the Council.

7.3.2 **New Concession Contracts Income:** Income generated by the Concessionaire through the introduction, with the Council's prior approval, of new Concession Contracts shall be shared on a 50:50 basis between the Concessionaire and the Council. For the avoidance of doubt, where an existing Concession Contract is expiring and is renewed, then this renewal shall still be an existing Concession Contract, even if a new provider is appointed.

7.4 Council Losses

7.4.1 The Concessionaire shall be responsible for all costs in relation to Lettings and Events. If the Council suffers any loss as a direct or indirect result due to any Letting or Concession Contract, or any Event run by the Concessionaire or run by a third party having hired the Premises from the Concessionaire, including, without limitation,

- loss of parking income; and/or
- increased costs relating to suspension of parking bays, and/or
- damage by the Hirer or a person present at the Event to any part of the Site, and/or
- claims for compensation from other concessionaires,

7.4.2 the Council shall be entitled to recover such loss from the Concessionaire subject to the Council taking all reasonable steps to mitigate its losses. However, in the case of damage caused by the Hirer/ Concessionaire running the Event, or person present at an Event, the Council may accept as an alternative to a financial claim, the Concessionaire making good the damage.

PART 3 - NON PROPERTY ASSETS

8 EQUIPMENT

- 8.1 At the Commencement Date the Council shall provide the Concessionaire with the Equipment set out in the Equipment Lists (see **Appendix 2**). The Concessionaire shall be entitled to reject any items of Council Equipment which are in poor repair, disrepair, dangerous, obsolete, out of date or not fit for purpose for use in delivery of the Services.
- 8.2 The Concessionaire shall maintain and replace (following Council approval) the Equipment as required during the Contract Period, including the disposal, save that the Concessionaire shall be under no obligation to put the Council Equipment in a better state of repair than at the Commencement Date, and shall provide any additional Equipment necessary in order to provide the Services. The Concessionaire shall prepare and maintain an inventory of all the Equipment used at the Premises, whether Council Equipment or Concessionaire's Equipment and shall provide the Council with a copy of this at the end of the Contract Period.
- 8.3 The Council Equipment (including any replacements of Council Equipment) shall be transferred back to the Council at the end of the Contract Term at no cost to the Council. Any Concessionaire Equipment purchased or acquired by the Concessionaire and used in the delivery of the Services shall be available for purchase by the Council at the end of the Contract Term on such terms as agreed between the Parties, save that the purchase price shall not be less than the market value of the items of Council Equipment.

9 IT, COMMUNICATIONS AND E-SERVICES

- 9.1 Separately from any specific requirements outlined in **Section 2** in respect of the individual Service Areas or the provision of ICT/E-Services required under existing Service Contracts that the Concessionaire is responsible for managing on behalf of the Council, the Concessionaire shall provide technology and efficient ICT and E- Service infrastructure, to support the provision of the Services.
- 9.2 The Concessionaire is responsible for the provision of telephone and other communications services/provision at its offices and "front desk" locations and shall publicly publish all telephone numbers as required for the delivery of Services.
- 9.3 The Concessionaire shall provide all necessary outward-facing ICT/E-Services for the effective management of the Contract, including, but not limited to the following:
- 9.3.1 Those required under the provisions of existing Service areas that the Concessionaire is responsible for ensuring/managing on behalf of the Council;
 - 9.3.2 A properly managed web site that provides suitable, relevant and up to date information about the Concessionaire's Services;
 - 9.3.3 The provision of easily accessible systems for the provision of E-Services to members of the public that:
 - 1. Are maintained and operated in such a way as to ensure that the information contained in them is instantly updated as transactions take place or the data is amended/updated;
 - 2. Are capable of generating reports in agreed formats on any aspect of the systems;
 - 3. Has a suitable back-up system to ensure continuity of service including a disaster recovery system; and
 - 4. That meets the legislative requirements of the Data Protection Act and is consistent with the Council's policies regarding ICT security.

- 9.4 In addition the Concessionaire shall provide suitable and sufficient inward-facing ICT infrastructure for use by staff that is fit for purpose, represents value for money and supports high quality service delivery including:
- 9.4.1 Annually review ICT provision to ensure it meets the needs of the Concessionaire;
 - 9.4.2 Firewalls, virus control and ICT protocols;
 - 9.4.3 All upgrades to the ICT provision;
 - 9.4.4 All life cycle costs for the ICT provision; and
 - 9.4.5 Ensuring all Data Protection regulations are followed and enforced.

PART 4 - GENERAL

10 CONTRACTS

- 10.1 The Concessionaire shall not enter into contracts on the Council's behalf. In addition the Concessionaire shall not enter into any arrangements, contractual or otherwise, which bind the Council or Premises beyond the Service Period, save with the express prior consent of the Council.

11 STAFFING, TRAINING & DEVELOPMENT

11.1 Staffing

The Concessionaire shall provide sufficient numbers of suitably qualified and experienced staff to deliver and develop the Services and to maintain or increase standards of delivery and quality and provide this information on a 6-monthly basis to the council to include organograms and staff numbers.

11.2 Professional Management Team

The Concessionaire shall provide and maintain a suitably qualified and experienced professional management team to manage and develop the services and to maintain or increase standards of delivery.

11.3 Dress Code and Staff Identification

The Concessionaire shall ensure that staff adhere to an appropriate/relevant dress code, which provides a positive image to members of the public. In addition, all staff shall at all times be expected to wear a staff name badge.

11.4 Recruitment

The Concessionaire shall have recruitment procedures to ensure that all prospective candidates are entitled to employment in the UK, are suitably qualified and skilled and are given equal consideration for available positions. In respect of all staff employed or seeking employment, the Concessionaire shall comply with the provisions of all relevant employment legislation including but not limited to Immigration, Equal Opportunities, the EU Working Time Directive and the National Minimum Wage.

The Concessionaire should have and maintain an established Child and Vulnerable Adult Safeguarding Policy which covers its approach to Disclosure and Barring Service checks, and which is consistent with the Council's policy.

11.5 Training

The Concessionaire shall have a staff training and development strategy and produce an annual action plan to ensure staff skills are updated and developed in order to deliver the required services.

12 CUSTOMER CARE, COMPLAINTS AND INFORMATION MANAGEMENT

12.1 Customer Care

The Concessionaire's service standards are expected to reflect the Council's own customer care and complaints management processes details of which are attached as **Appendix 4**. The Concessionaire shall note that the Council's processes may change over the period of the Contract.

12.2 Complaints Management

12.2.1 It shall be the duty of the Concessionaire to provide the Services to a standard that is in all respects in accordance with the requirements of the Specification. The Council expects that, wherever possible complaints will be dealt with at the local level by the Concessionaire.

- 12.2.2 The Concessionaire shall deal with all complaints received whether orally, electronically or in writing in a prompt, courteous and efficient manner and in compliance with the Concessionaire's complaints policy which shall as a minimum meet the Council's complaints management process attached as **Appendix 4**. The Concessionaire shall fully co-operate with the Council in relation to any unresolved complaint or a complaint referred to the Council.
- 12.2.3 If required to do so, the Concessionaire will attend any meetings with the Local Government Ombudsman relating to any complaint and shall pay forthwith any sums (including compensation) incurred by the Council in consequence of recommendations made to the Council by the Local Government Ombudsman in relation to complaints made to it against the Council relating to an act or omission of the Concessionaire, save where on the instruction of the Council or otherwise in accordance with this Agreement or Service Specification. In addition, the Council reserves the right to charge back to the Concessionaire, any costs incurred in handling / resolving complaints which have not been resolved locally and are referred to the Council for resolution. The exception to this shall be where the Concessionaire is clearly delivering Services within the scope of published Council Policy or within the scope of relevant legislative and regulatory frameworks.
- 12.2.4 The Concessionaire shall bring to the attention of the Council for its consideration the potential requirement for amendment of any policy or operational practice issues arising from a complaint.

12.3 Freedom of Information Act

Throughout the Contract Period, the Concessionaire shall provide the Council with any relevant information held by the Concessionaire, in order to assist the Council to answer any request made under the Freedom of Information Act at no additional cost to the Council. Should the provision of information trigger the provisions whereby the Council is able to recover costs in respect of an FOi enquiry the Council will recompense the Concessionaire for their share of such agreed costs.

12.4 Quality Procedures

- 12.4.1 Throughout the Contract Period, the Concessionaire shall institute and maintain a properly documented system of quality control designed to ensure that the Services generally are provided at all times in all respects in accordance with the Specification.
- 12.4.2 The Concessionaire shall put in place monitoring and quality assurance systems to ensure that the Services are delivered to the specified level and comply with all legislation and regulatory frameworks, including any relevant data protection matters.
- 12.4.3 The Council may carry out periodic audits of the quality assurance systems at approximate intervals of three months and may carry out such other periodic monitoring, spot checks and auditing of the Concessionaire's quality management systems as reasonably required.
- 12.4.4 Throughout the Contract Period, the Concessionaire shall consult with and engage with the key stakeholders involved in the Services including, but not limited to, staff, residents, Council Departments, users of sports and other facilities, the recently bereaved, visitors, schools, colleges etc. as relevant to the delivery of Services.

13 PERFORMANCE MONITORING

13.1 General performance requirements

The Concessionaire shall carry out the Services in accordance with this Specification and the Contract generally. The Concessionaire shall put in place and maintain a monitoring system whereby it monitors its own performance of the Services against the Council's requirements

and those that relate to the Concessionaire's Client Side responsibilities for other Contracts on behalf of the Council as listed in **Section 3**. The Concessionaire is to report back to the Council on compliance with these requirements and shall notify the Council where there has been any failure by the Concessionaire to meet the requirements.

13.2 Regular Monitoring Meetings

13.2.1 The Concessionaire shall attend regular performance monitoring meetings with the Council. During the first 6 months of the contract such meetings are to be held monthly and thereafter quarterly (hereinafter referred to as the Monitoring Period).

13.2.2 Within 10 Working Days after the end of each Monitoring Period the Concessionaire shall submit a report to the Council setting out details of performance in the previous Monitoring Period. The report shall, without limitation contain the following information:

- o Any unplanned closures in the previous Monitoring Period, to include any unplanned closures of any part of the sites, premises and facilities listed in **Table 1, 2 and 3 at Section 4**;
- o Health and Safety Report;
- o Performance Measures as listed in **Appendix 3** reported quarterly or annually as appropriate;
- o Customer complaints (and compliments);
- o Recruitment; and
- o Report on any maintenance issues required to be carried out at any of the Premises including when it is a Council Repair Obligation.

Without prejudice to the generality of the foregoing, the Concessionaire's Representative shall be available to consult with the Authorised Officer(s) as often as may reasonably be necessary for the efficient provision of the Services and to attend such additional meetings as reasonably required by the Council.

13.3 Annual Performance Review

13.3.1 The parties shall meet annually to discuss the performance of the Services in the previous Contract Year and the proposals for the forthcoming Contract Year .

13.3.2 Prior to the annual review meeting, the Concessionaire shall submit an Annual Plan which shall include details of the performance in the previous year and plans and proposals for the forthcoming year . The Annual Plan shall include at least the following:

- o Performance Measures as set out in the **Appendix 3** ;
- o An analysis of the Services throughout the previous Contract Year, focusing on those areas which were particularly successful and those areas where the Services might have been improved;
- o Details of proposed development of the Services for the forthcoming year ;
- o Planned closures by the Council and any Special Events;
- o Any revisions to the Emergency and Business Continuity Plan.

13.4 Other Meetings

In addition to the above the Concessionaire may from time to time be required to by the Council, acting reasonably, to attend a range of corporate meetings initiated or organised by the Council, including but not limited to the following:

- o Directorate policy and committee meetings as and when required.

- o The Corporate Property Review Group
- o The Emergency Planning Group
- o The Augmented Safety Advisory Group

14 SAFETY AND EMERGENCY PLANNING

14.1 Health and Safety

- 14.1.1 The Concessionaire shall comply with all relevant sections of the Health and Safety at Work etc. Act 1974, and other such legislation and approved guidance.
- 14.1.2 The Concessionaire may be subject to a full Health and Safety inspection by an appointed inspecting officer employed by the Council. A report will be available to the Concessionaire and the Concessionaire will be required to act upon the recommendations within an agreed time period.
- 14.1.3 The Concessionaire will institute a programme of quarterly Hazard Control inspections, recording the results and reporting to the Council upon request.

14.2 Emergency And Business Continuity Planning

- 14.2.1 The Concessionaire shall at the Commencement Date put into place appropriate Emergency and Business Continuity Plans. These plans shall be reviewed annually and the Concessionaire shall submit them to the Council for approval as part of the Annual Review Meeting.
- 14.2.2** The Concessionaire shall ensure that clear procedures are in place to deal with any evacuation and/or emergency situation that may arise at any of the Premises listed in **Tables 1 and 2 of Section 4**.
- 14.2.3 The Council may, from time to time, require the Concessionaire to participate in formal training exercises [up to a maximum of two training exercises per year] with regard to the Emergency and Business Continuity Plans, which may necessitate closure of one or more of the Premises. The cost of such training exercises will be borne by the Concessionaire.
- 14.2.4 The Concessionaire shall ensure that emergency procedures are practised, tested and recorded at least twice yearly at each of the Premises listed in **Table 1 and Table 2 of Section 4** and that all statutory fire safety regulations are strictly enforced. This includes a minimum of two fire drills per annum, annual checks and services of all fire fighting equipment, staff training to deal with fire emergencies and adequate signage of emergency exit routes.
- 14.2.5 The Council reserves the right to use the whole or any part of any of the Premises at any time in the event of a civil emergency pursuant to paragraph 4.5.1 above, in particular the Police Control Room must be available. The staff at the Premises and facilities will be required to be available during these times. Any necessary adjustment to the Concession Fee through loss of income or additional costs shall be borne by the Council as set out in paragraph 4.5.1 above. Any such costs would only be applicable after an initial 24 hours of a civil emergency.

Section 2 - Specific Services

15 SPECIFIC SERVICES

15.1 Set out below are the Specific Services to be carried out by the Concessionaire.

15.2 For the avoidance of doubt the Concessionaire shall not enter into contracts on the Council's behalf. In addition, the Concessionaire shall not enter into any arrangements, contractual or otherwise, which bind the Council or Premises beyond the Service Period. (with the exception of any event bookings was permitted up to and including 30th September 2021 as per 7.2.2)

15.3 LEISURE & SPORTS

Aim

To increase participation in sport and physical activity through high quality leisure and sport facilities and a range of activities and opportunities and make Wandsworth a place where everybody can enjoy an active and healthy lifestyle.

Objectives

To provide, when requested, professional support and advice to the Council in respect of its Leisure Centres Management Contract and its Tennis Courts Concession Contract.

To develop a Leisure and Sport improvement strategy, to include potential funding programme, in order to improve the number and quality of facilities and equipment, improve the environment and encourage greater participation in physical activity:

- Manage 8 Council facilities including Battersea Park Millennium Arena, Battersea Park All Weather Pitch, Battersea Sports Centre, Falcon Park Community Sports Centre, Barn Elms Sports Centre, Barn Elms Boathouse, Tooting Bec Athletic Track and Furzedown Recreation Centre.
- Improve accessibility to facilities and to leisure and sport opportunities.
- Promote the active environment and active travel initiatives and support the Council's Local Implementation Plan.
- Improve the quality and numbers of facilities for sports and physical activity in line with method statements
- Work with the Council's planning and regeneration services and Public Health team to ensure sport and physical activity is integrated into all future plans within the borough.
- Contribute to strategies and contracts to secure the best possible management of Wandsworth's leisure, sport and physical activity facilities and services.
- Contribute to any relevant council strategies and policies with reference to the provision of facilities, sport and physical activity.
- Operate and develop the FANS (or similar) scheme to provide subsidised access to all of the Council's sports facilities for national level sports people.

To build the capacity of organisations, individuals and the workforce to improve and increase physical activity opportunities:

- Devise and implement opportunities to increase voluntary placements through the Active Wandsworth Force.
- Increase the numbers of people up skilled through workforce development and training.
- Support the development of clubs and voluntary organisations.
- Recognise the work of individuals and organisations and promote excellence through annual Active Wandsworth Awards.

To increase the number of people taking part regularly in sport and physical activity in Wandsworth, to benefit their health:

- To manage the Sport & Activity Development service in Wandsworth
 - Market and communicate the benefits of being healthy, physically active and the opportunities available to facilitate this in Wandsworth in consultation with the Council's Public Health team.
 - Create, encourage and provide opportunities to ensure that Wandsworth derives real benefits from the Active Wandsworth strategy.
 - Plan, promote and deliver the annual Get Active Wandsworth Festival
 - Identify and address barriers to participation in sport and physical activity and reduce health inequalities in particular in areas of deprivation where participation rates are the lowest.
 - Responsible for coordinating "Active Wandsworth", a community sport and physical activity network, supporting the delivery of its primary objectives by working closely with all partners and stakeholders.
 - Produce and support sport specific development plans and groups for identified priority sports and physical activities.
 - Support, promote and deliver physical activity opportunities in Wandsworth including Active Lifestyles, Exercises on Referral, Workplace Health, Walking and any other commissioned physical activities and comply with the responsibilities described in the service level agreement.
 - Support and promote relevant local, regional and national plans with reference to sport and physical activity in Wandsworth. Producing an Active Wandsworth Strategy or equivalent on a 5-year cycle.
 - Promote and devise/develop specific interventions for target groups, with attention to areas of high deprivation and activity
 - Support Education Services and Schools to ensure that children and young people have high quality physical education, derive benefit from the primary school premium and develop school/club links to ensure that school facilities are used by community sports clubs.
 - Manage the organisation and submission of teams for Wandsworth at the London Youth Games and work with schools to support the delivery of School Games.

Section 3 - Client-Side Services

Set out below is a list of the Contracted Services.

4 PARKS CONTRACTS

4.1 Grounds Maintenance Contract

Current Concessionaire:	idVerde UK Ltd.
Contract term:	8 years (plus option to extend by a further 4 years)
Contract value:	£2,154,060 p.a. - nominal sum and subject to budget provision by client Services
commencement date:	24 February 2013
Contract review date:	January/February 2019 (to consider extension or not)
Contract scoping date:	Subject to review - mid 2019
Termination date:	23 February 2021 (subject to review)

16.2 Arboricultural Contract

Current Concessionaire:	City Suburban Tree Surgeons
Contract term:	8 years (plus option to extend by a further 4 years)
Contract value:	£749,142 p.a.
Commencement date:	24 February 2013
Contract review date:	January/February 2019 (to consider extension or not)
Contract scoping date:	Subject to review- mid 2019
Termination date:	23 February 2021 (subject to review)

Section 4 - Sites, Premises & Facilities

5 THE PREMISES

5.1 Table 1 - Offices and/or Depot Facilities to be leased or licensed to the Concessionaire - in all cases those areas referred to in Appendix 5 are excluded

None applicable

5.2 Premises which are operational and bookable which are to be leased or licenced to the Concessionaire.

TABLE 2 PREMISES WHICH ARE OPERATIONAL (to note some of these Premises have office space included)			
LOCATION	AREA NO.	DESCRIPTION	Lease/Licence
Battersea Park, SW11 (Queenstown)	1	Millennium Arena (including tennis/ all weather courts)	Licence to attend on site to carry out duties
	2	All Weather Pitches	Licence to attend on site to carry out duties
	3	Offices for Leisure and Sport Management, and Sports Development and Health and Wellbeing Tream	License (Lease with Lot 1 concessionaire)
Furzedown Recreation Ground, SW17 (Furzedown)	1	Recreation Centre	Licence to attend on site to carry out duties
Tooting Athletic Track, SW17 (Bedford and Furzedown)	1	Athletics Track	Licence to attend on site to carry out duties
Barn Elms Sports Centre, SW13 (Barnes)	1	Sports Centre (Comprising 52 acres of sports pitches, changing rooms, a small gymnasium, a boathouse and offices)	Licence to attend on site to carry out duties

Barn Elms Boat Hopuse, SW13 (Barnes)	1	Boathouse and Offices	License to attend on site to carry out duties
Battersea Sports Centre, SW11 (Latchmere)	1	Sports Centre	Licence to attend on site to carry out duties
Falcon Park, Community Sports Centre and Changing Rooms, SW11 (Latchmere)	1	Sports Centre	New 2019

SECTION 5 - APPENDICES

APPENDIX 1 **CHARGES (appended)**

The annual review process for these Charges is as set out in section 6 of this Specification "Pricing and Charges"

Council Charges appended "App 1 - Charges Report Appendices"

APPENDIX 2
COUNCIL EQUIPMENT LISTS
(appended "App 2 - Sports Inventory")

APPENDIX 3
PERFORMANCE MEASURES
(appended “App 3a - KPI 1” and “App 3b - KPI 2”)

APPENDIX 4
CUSTOMER CARE AND COMPLAINTS
(appended "XX")

APPENDIX 5
OTHER OCCUPIERS OF PARKS AND OPEN SPACES

APPENDIX 6
SUB CONTRACTS
(appended)

Grounds Maintenance Contract:

- App 6 - GM Contract 1 Vol1 Conditions of Contract
- App 6 - GM Contract 2 Sch1 Spec clauses 1.1 to 8.10
- App 6 - GM Contract 3 Sch 1 Spec clause 8.10.1 to Appx9
- App 6 - GM Contract 4 Sch1 to end. Sch2 (Rates) and sites lists

Arboricultural Contract:

- App 6 - Arboricultural CONTRACT - Part 1
- App 6 - Arboricultural CONTRACT - Part 2

APPENDIX 7
HEALTH SERVICES LEVEL AGREEMENT