

Ryedale District Council

Schedule 1 – Services Specification

| | |
|---|-----------|
| Introduction | 3 |
| 1.1 Measurement..... | 4 |
| 1.2 Reporting | 4 |
| Part 1A – General | 5 |
| 1.3 Specified Facilities | 5 |
| 1.4 Property Database..... | 6 |
| Part 1B – Annual Performance Requirements | 7 |
| 1.5 Authority’s Outcomes | 7 |
| 1.6 Quality Management Accreditation..... | 10 |
| 1.7 Sport England National Benchmarking Service | 10 |
| 1.8 Inclusive Fitness Initiative (IFI) Mark | 11 |
| Part 1C – Service Performance Requirements | 12 |
| 1.9 Cleaning..... | 12 |
| 1.10 Environmental and Energy Management | 14 |
| 1.11 Customer Service | 15 |
| 1.12 Catering and Vending | 18 |
| 1.13 IT Systems..... | 21 |
| 1.14 Maintenance of Buildings, Plant and Equipment..... | 21 |
| 1.15 Grounds Maintenance | 29 |
| 1.16 Event Management | 32 |
| 1.17 Reporting | 34 |
| a. Physical Activity Development Plan | 34 |
| b. Marketing and Publicity | 36 |
| c. Major Incident Reporting | 40 |
| d. Other Reporting..... | 41 |
| Part 1D – Facility Performance Requirements | 45 |
| 1.18 Pricing Requirements | 45 |
| 1.19 Opening Hours..... | 46 |
| 1.20 Activity Programming..... | 48 |
| a. Programmes of Use | 48 |
| b. Booking Systems | 51 |
| 1.21 Health and Safety Management..... | 52 |
| 1.22 Equipment..... | 56 |
| 1.23 Access | 58 |
| 1.24 Legislation and Policy..... | 59 |
| 1.25 Water (Hot and Cold Installations)..... | 60 |
| 1.26 Drainage | 62 |
| 1.27 Ventilation | 62 |
| 1.28 Heating (Thermal Comfort)..... | 63 |
| 1.29 Lighting | 64 |
| 1.30 Pool Water Quality (Swimming Pool Installations) | 65 |
| 1.31 CCTV and Security | 66 |
| 1.32 Staffing..... | 68 |
| Appendix 1 | 71 |
| Minimum Opening Hours | 71 |
| Appendix 2 | 72 |
| Authority Weekly Programming Requirements | 72 |

| | |
|--|-----------|
| Appendix 3 | 74 |
| Authority Pricing Requirements..... | 74 |
| Appendix 4 | 75 |
| Lifecycle Replacement Responsibility Matrix..... | 75 |
| Appendix 5 | 76 |
| Equipment Inventory | 76 |
| Appendix 6 | 77 |
| Maintenance of Synthetic Turf Pitch | 77 |

Introduction

This Services Specification sets out the Performance Standards that the Contractor shall meet in the delivery of the Services during the Contract Period. It details the requirements that the Contractor shall meet for the ongoing operation of the Facilities, associated buildings, grounds, pitches, courts and any other leisure amenities as specified within this Schedule 1 (Services Specification) throughout the Contract Period.

The structure of this Services Specification directly relates to how the Performance Standards will be assessed for the purpose of Schedule 6 (Payment and Performance Monitoring System) and is set out as follows:

Part 1A – General

- Specified Facilities
- Property Database

Part 1B – Annual Performance Requirements

- Authority's Outcomes
- Quality Management Accreditation
- Sport England National Benchmarking Service (SENBS)
- Inclusive Fitness Initiative (IFI) Mark

Part 1C - Service Performance Requirements

- Cleaning
- Environmental and Energy Management
- Customer Service
- Catering and Vending
- IT Systems
- Maintenance of Buildings, Plant and Equipment
- Grounds Maintenance
- Reporting
 - Sports & Activity Development Plan
 - Marketing and Publicity
 - Major Incident Reporting
 - Other Reporting

Part 1D – Facility Performance Requirements

- Pricing Requirements
- Opening Hours
- Activity Programming
 - Programmes of Use
 - Booking Systems
- Health and Safety Management
- Equipment
- Access
- Legislation and Policy
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating (Thermal Comfort)
- Lighting
- Pool Water Quality (Swimming Pool Installations)
- CCTV and Security
- Staffing

The terms and expressions used in this Schedule shall bear the same meaning as set out in Clause 1 (Definitions and Interpretation) and Schedule 6 (Payment and Performance Monitoring System).

This Service Specification uses the following structure to provide the Contractor with the requirements and Performance Standards of the Authority.

Required Outcome Provides the Contractor with a high level view of the outcome and context of the requirements of the Authority which the Contractor shall meet.

Performance Standards A list of standards that relate to the output that the Contractor shall meet but which are covered by regulations, Legislation, British Standards, etc and standards that set out the level of performance that the Contractor shall meet and will determine whether the Contractor is meeting the requirements of the Authority. These must be met by the Contractor if the Services Specification is deemed to be achieved.

Reporting Requirements This details the reporting requirements which the Contractor shall meet in relation to the specified Performance Standard.

1.1 Measurement

1.1.1 The monitoring of the Contractor's achievement of the Performance Standards shall be measured in accordance with Clause 18 (Performance Monitoring) of this Agreement. Monitoring of the Services and categorisation and reporting of Performance Failures shall be carried out in accordance with Schedule 6 (Payment and Performance Monitoring System).

1.2 Reporting

1.2.1 The Contractor is obliged to report on its own performance in accordance with this Agreement and in particular with Clause 15 (Condition of the Facilities), Clause 18 (Performance Monitoring), Clause 28 (Payment), Clause 29 (Continuous Improvement) and Schedule 6 (Payment and Performance Monitoring System) in order to meet the Performance Standards set out in this Schedule.

Part 1A – General

1.3 Specified Facilities

1.3.1 For information purposes only, the table below outlines the facilities at each of the Facilities that are to be provided during the Contract Period.

1.3.2 The Facilities are abbreviated as follows:

- Derwent Pool, Norton – DP
- Ryedale Pool, Pickering – RP
- North Ryedale Leisure Centre, Pickering (dual use) – NRLC.

| Zone | DP | RP | NRLC |
|---|----|----|------|
| Entrance Area and Reception | | | |
| Pool Hall and Swimming Pools | | | £ |
| Viewing Area (Pool Hall) | | | £ |
| Wet Changing Facilities | | | £ |
| Sports Hall Multi-Use | £ | £ | |
| Viewing Area (Sports Hall) | £ | £ | |
| Multi-purpose Zone and Dance Studio | £ | £ | |
| Fitness Suite | | £ | |
| Health Suite - Sauna | | £ | £ |
| Dry Changing for Non-Pool Activities | £ | £ | |
| Toilets (outside of Changing Facilities) | | | |
| Staff Room and Changing Facilities | | | |
| Staff Offices | | | |
| All Weather Synthetic Turf Pitch | £ | £ | |
| Outdoor Hard Courts | £ | £ | |
| Public Support Accommodation | | | |
| Non-Public Support Accommodation | | | |
| Vending Facilities | | | |
| Car Park, Access and Other External Areas | | | |

1.3.3 The Facilities shall allow full community access to and participation in the facilities and activities therein. The Contractor shall comply with the requirements of the Equality Act 2010 and other Legislation.

1.4 Property Database

- 1.4.1 The Contractor must maintain the Authority's existing Pre Planned Maintenance (**PPM**) database (the "**Property Database**"), which is a record of all new and existing structures, plant, materials, components, and fittings over the Contract Period.
- 1.4.2 This shall be achieved by developing the following:
- Asset registers for each of the Facilities, to be updated as and when alterations or any new works are carried out (as applicable)
 - An Equipment inventory which shall be updated as and when equipment is removed, updated and/ or introduced
 - Development of an energy management and monitoring programme
 - Updated Equality Act 2010 audits
 - Asbestos register updated (see paragraph 1.4.6)
 - Updated legionella monitoring and control record (see paragraph 1.4.7)
 - Periodic electrical test certificates.
 - Water quality and water hygiene records.
- 1.4.3 The minimum requirements for each item logged on the Property Database are as follows:
- Manufacturer/model/serial number and date of installation
 - Contact information of the manufacturer/importer/agent/supplier
 - A unique identification barcoded asset label (if appropriate)
 - The inspection/service interval required (including statutory inspections)
 - Record(s) of inspections
 - Information on any modifications/specification changes/refurbishment/ replacement of items
 - Information on buildings, energy and utilities usage
 - Condition and lifecycle of the plant/equipment.
- 1.4.4 The Property Database shall be easily interrogated by 'key word entry' to find, for example, the life history of a 'component'. A copy shall be submitted to the Authority for approval one month before the Commencement Date and three months prior to the beginning of each subsequent Contract Year. This must be an electronic database and the Authority shall have remote read-only access to the database.
- 1.4.5 The Authority has been updating its plans and information on all the Facilities and, to ensure these records are kept up to date, any alterations to the Facilities shall be reported to the Authority for inclusion on its own database.
- 1.4.6 The Authority currently has its Asbestos Register on a hosted website and this shall be maintained by the Contractor keeping the Authority fully advised of reports so that it can instruct the host. The Register is a read only facility to which the Contractor will be given access.
- 1.4.7 The Authority is required to keep all legionella information in its premises and all records shall be passed to the Authority immediately on receipt.

Part 1B – Annual Performance Requirements

The following items shall be assessed annually:

- Authority's Outcomes
- Quality Management Accreditation
- Sport England National Benchmarking Service
- Inclusive Fitness Initiative (IFI) Mark (if applicable)

1.5 Authority's Outcomes

Required Outcome

- 1.5.1 The Authority wishes to see the Contractor working towards and adhering to key national, regional and local strategic policy. It also wishes to be able to demonstrate that investment and action is making a difference to people's lives; to be able to demonstrate the impact the delivery of the leisure service is having on local individuals and communities within the district. The Authority requires the Contractor to work in partnership to demonstrate the outcomes being achieved through the delivery of the leisure service.
- 1.5.2 The Contractor shall ensure that the Services contribute towards and shall evidence the Services' contribution towards the following documents (or the future equivalent/ replacement strategies/documents):
- Ryedale District Council Corporate Plan
 - Ryedale District Sport and Active Lives Strategy 2013-23
 - North Yorkshire Joint Health and Wellbeing Strategy 2013-18
 - North Yorkshire Community Plan
- (the "**Authority's Outcomes Documents**").
- 1.5.3 The Contractor must ensure that its programming, pricing, policies, marketing and training are focused to support the Authority in achieving the desired outcomes or targets set out in the Authority's Outcomes Documents and address the gaps in provision. In particular, the Contractor must support the achievement of the plans in the Authority's Outcomes Documents by working with key partners within the sport and physical landscape of the district. It shall support and work in partnership with North Yorkshire Sport and any other relevant sport/ physical activity alliance group by agreement.
- 1.5.4 The Contractor must also work to support the Authority to help deliver improvements in areas of public concern, for example, healthier communities, reducing obesity and narrowing health inequalities, increasing levels of activity, promoting community cohesion, equality of access, activities as a diversion from anti-social behaviour, raising educational standards, reducing crime and the fear of crime, sustainability and tackling climate change
- 1.5.5 The Contractor shall seek to improve participation rates and User satisfaction ratios for a wide range of groups and facilities which may be identified in the annual Physical Activity Development Plan. It therefore requires the Contractor to encourage these groups to use the Facilities and demonstrate a contribution towards the Authority's Outcomes.

Performance Standards

- 1.5.6 The Contractor must ensure that its programming, pricing, policies, development plans, marketing and training are focussed to support the Authority in achieving the desired outcomes or targets set out in the Authority's Outcomes Documents.

1.5.7 Examples of potential indicators to evidence achievement of the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents are provided below (to be used as a minimum). However, the Contractor shall submit proposals to the Authority for the Authority's approval detailing how it will measure the delivery of the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents that have been based on the Authority's strategic objectives. The proposals shall be in the form of an Authority's Outcomes Method Statement.

| Authority Outcome | Target Indicator |
|---|---|
| A more active district | <ul style="list-style-type: none"> • Increased levels of activity |
| Promoting community cohesion/benefiting target groups | <ul style="list-style-type: none"> • Increase in participation by target group members • Increase in overall participation • Reduction in average weight of participants taking part on targeted programmes |
| Improving health and wellbeing | <ul style="list-style-type: none"> • Increase in number participants completing any exercise referral programme • Increase in number of participants completing weight management courses • Increase in participation by local people of over 3 x 30 minutes per week • Increase in engagement and co-ordination with the Authority's public health team • Increase in perceived levels of wellbeing of participants taking part in targeted programmes. |
| Partner engagement | <ul style="list-style-type: none"> • Increase in participation by target group members. |
| Quality of Services | <ul style="list-style-type: none"> • Improving Quest scores • Increased User satisfaction levels in NBS (or equivalent) survey • Increasing member and regular user numbers and retention rate. |
| Providing local economic benefit | <ul style="list-style-type: none"> • Increasing workforce development opportunities such as coach education courses, apprenticeship schemes • Increase in use of local suppliers for catering provision and maintenance sub-contracts |
| Sustainability/Environmental improvements | <ul style="list-style-type: none"> • Reduction in annual CO₂ emissions • Reduction in annual energy use • Increase in recycling rate • Decrease in waste. |

1.5.8 During the first Contract Year, both parties shall meet and agree an "Outcomes Scorecard". The balanced scorecard shall set out a series of key performance target indicators linked to the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents and shall identify primary performance measures, score banding based on a RAG (Red, Amber, Green) rating system, scores, supporting commentary and action plan points.

1.5.9 The Outcomes Scorecard shall cover the following categories:

- User Perspective (UP)
- Internal Business Process (IBP)
- Continuous Improvement (CI); and
- Financial (F).

- 1.5.10 The proposed structure of the Outcomes Scorecard and examples of potential target indicators, performance measures and score banding has been provided below. As a minimum annual user and non-user surveys and performance against development action plans should be used to evidence achievement of the target indicator. It is recognised that some target indicators may cut across a number of the Authority's Outcomes.

| Target Indicator | Outcome | Scorecard Category | Primary Performance Measure | Score Banding G=Green A= Amber R= Red | Current Status | | Look Ahead (Action Plan) |
|--|--------------------------------|--------------------|--|---|----------------|---------|--------------------------|
| | | | | | Score | Comment | |
| Increase in perceived levels of wellbeing of participants taking part in targeted programmes | Improving health and wellbeing | UP | Implementation of agreed plans | Percentage of actions completed on time; G = 95% A = 85-95% R = <85% | | | |
| | | | Measurement of number of participants on targeted programmes | G = on or above target A = within 10% of target R = more than 10% below target | | | |
| | | | User feedback | Satisfaction levels; G = 95% good or excellent A = 85-95% good or excellent R = <85% good or excellent | | | |

- 1.5.11 Where appropriate the Contractor shall develop a series of development action plans in order to demonstrate how it proposes to meet the required performance standard and contribute to the achievement of the Authority's Outcomes. The development plans should be provided alongside the annual Outcomes Report.

- 1.5.12 The Contractor must provide qualitative and quantitative evidence, on an annual basis, that it has successfully contributed to the achievement of the Authority's Outcomes based on its performance against the agreed Outcomes Scorecard.

Reporting Requirements

- 1.5.13 The Contractor must provide an annual "Outcomes Report" that provides qualitative and quantitative evidence of how the Contractor and Facilities have contributed to the achievement of the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents, supported by the completed Outcomes Scorecard and any relevant development action plans. The Authority's Outcomes Report and associated development plans must be provided within one month of the start of the second Contract Year and annually thereafter.
- 1.5.14 The annual Outcomes Report should highlight any outcomes which the Contractor has not contributed towards and provide an annual action plan for the following year of how this will

be addressed and how the other Authority Outcomes will continue to be delivered. It should also identify any beneficial outcomes that the Contractor has achieved in addition to those required by the Authority.

- 1.5.15 The completed Outcomes Scorecard will enable both parties to effectively monitor performance against achievement of the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents.

1.6 Quality Management Accreditation

Required Outcome

- 1.6.1 Quest accreditation shall be maintained by the Contractor for each of the Facilities throughout the Contract Period.

Performance Standards

- 1.6.2 The Contractor shall maintain the accreditation for each of the Facilities throughout the Contract Period and aim to achieve scores in the top 25% of all facilities assessed nationally.
- 1.6.3 The Contractor shall maintain Quest Accreditation throughout the Contract Period at the current banded score for the Facilities following transfer and then achieve an 'Excellent' banded score after two years of the Contract Period.
- 1.6.4 From year 2 onwards, the Authority expects the Contractor to undertake Quest Plus at all the Facilities. The Contractor shall achieve a Quest Plus accreditation within 3 years of the Commencement Date.
- 1.6.5 Accreditation shall be undertaken by independent assessors nominated by the Quest management company through the Quest process.

Reporting Requirements

- 1.6.6 The Contractor shall provide the Authority with a copy of the results of its Quest assessment and maintenance visits within five Business Days of receiving them.

1.7 Sport England National Benchmarking Service

Required Outcome

- 1.7.1 The Contractor shall participate in the Sport England National Benchmarking Service for the Facilities throughout the Contract Period on a biennial basis following the Commencement Date. The Contractor must produce an annual action plan. Dates and format for the survey to be undertaken every other Contract Year to be agreed with the Authority.

Performance Standards

- 1.7.2 The Contractor must achieve:
- either the following percent quartile targets for the relevant Facility in the previous Contract Year:
 - within the top twenty five percent quartile for 80% of the indicators from the NBS survey
 - within the top twenty five percent quartile for 80% of all satisfaction indicators

- within the top twenty five percent quartile for specific agreed key indicators
- no indicators to be within the bottom twenty five percent quartile
- overall, no more than 15% of all indicators to be within the bottom fifty percent quartile.
- or have implemented the appropriate, previously agreed Marketing Plan and National Benchmarking Service Action Plan.

1.7.3 The percentage quartile targets that the Contractor must achieve will be set for the relevant Facilities on a year on year basis following the previous year's survey results.

1.7.4 National Benchmarking Service assessment shall be undertaken by independent trained, competent assessors (the survey element to be undertaken by external consultants and not the Contractor's staff).

Reporting Requirements

1.7.5 The Contractor shall inform the Authority of the results of its National Benchmarking Service assessment within seven Business Days of receiving notification and shall provide full copies of the reports to the Authority's Representative within five Business Days of receipt.

1.7.6 The Contractor shall establish an action plan ("**National Benchmarking Service Action Plan**") or updated National Benchmarking Service Action Plan within 1 month of receipt of the National Benchmarking Service report and following discussion with the Authority's Representative.

1.8 Inclusive Fitness Initiative (IFI) Mark

Required Outcome

1.8.1 The Contractor shall ensure that any new/replacement Equipment acquired during the Contract Period shall conform to that needed to attain the Inclusive Fitness Mark (Level 2 – 'Registered') the quality mark accreditation scheme for fitness facilities based upon the principles of the Inclusive Fitness Initiative.

Performance Standards

1.8.2 The Contractor shall seek to achieve and maintain the Level 2 ('Registered')] IFI Mark for any new/replacement Equipment in each of the Facilities throughout the Contract Period.

1.8.3 IFI Mark accreditation assessment shall be undertaken by an accredited IFI assessor.

Reporting Requirements

1.8.4 The Contractor shall inform the Authority of the results of its IFI Mark Assessment within five Business Days of receiving notification of the result.

Part 1C – Service Performance Requirements

There are nine elements to the Service Performance Requirements:

- Cleaning
- Environmental and Energy Management
- Customer Service
- Catering and Vending
- IT Systems
- Maintenance of Buildings, Plant and Equipment
- Grounds Maintenance
- Event Management
- Reporting
 - Sports & Activities Development Plan
 - Marketing and Publicity
 - Major Incident Reporting
 - Other Reporting.

1.9 Cleaning

Required Outcome

- 1.9.1 Cleaning of the Facilities in such a way as to maintain a healthy and safe environment for all Users; allowing for efficient and effective operational use of the facilities and promoting a positive image of the Facilities at all times. The Facilities must be 'visibly clean' at all times.
- 1.9.2 This includes, without limitation, the following:
- To keep the entrance (internal and external) to the Facilities safe, tidy and clean
 - To clean glazing inside and outside to maintain its transparency and appearance
 - To keep toilets odour free, sanitary and clean for use
 - To keep all other sanitary equipment and other sinks and fittings in a clean, hygienic condition for use
 - Hard and soft floors (including stairs and landings) to be kept clean, tidy and safe
 - To ensure that there are no areas of standing water within the Wet Changing Facilities/ Dry Changing for Non Pool Activities Zones
 - To maintain the appearance of hard and soft floors (including stairs and landings)
 - To provide continuous consumable supplies when the facilities are in use
 - To keep all other surfaces clean, including all painted surfaces, walls, ceilings, vertical tiled surfaces and doors
 - To keep all furniture, equipment, fixtures and fittings clean, including blinds and curtains, light fittings and diffusers, and telephone handsets
 - To avoid overflowing of waste receptacles internally, and to keep their exteriors clean
 - To dispose of waste hygienically and safely
 - To perform emergency cleaning
 - To remove graffiti (internal and external)

- To ensure outdoor areas and car parks are litter free and bins are emptied on a regular basis
- To clean external signage and signage totems
- Periodical deep clean of kitchen areas
- Surrounding grassed areas to be kept litter free.

1.9.3 Specific outcomes are required for the NRLC dual-use facility and these are set out in an agreement between Ryedale District Council, North Yorkshire County Council and Lady Lumley School. The agreement is presently subject to revision and will be provided to contractors once finalised.

Performance Standards

1.9.4 The Contractor shall provide a cleaning service in accordance with an agreed Cleaning Schedule that has been approved by the Authority. The Contractor shall provide the Cleaning Schedule to the Authority, for the Authority's approval, prior to the Commencement Date.

1.9.5 The Contractor shall provide cleaning services over the full calendar year. The Contractor shall be aware, and factor into its Cleaning Method Statement and Cleaning Schedule, that some cleaning requirements may, of necessity, require to be undertaken outside the public opening hours or need to be more intensive when events dictate eg on open days.

1.9.6 The Contractor shall ensure that the Facilities are consistently maintained to the standard of cleanliness set out above. The Contractor shall determine the precise nature of cleaning required in each Zone depending upon the design, interior fitment and decoration of the building and usage made.

1.9.7 The Contractor shall determine the cleaning frequency for each Zone and shall ensure that the Cleaning Method Statement and Cleaning Schedule includes specific plans and programmes for each area.

1.9.8 The following standards are required to be met by the Contractor:

a) Routine Cleaning

1.9.9 The Contractor shall provide a cleaning service in accordance with the agreed Cleaning Schedule relating to their proposed cleaning programme, which must be approved by the Authority. A Cleaning Schedule must be provided to the Authority at least three months prior to the Commencement Date.

1.9.10 The Contractor shall carry out routine (planned) cleaning as set out in the Cleaning Method Statement and Cleaning Schedule at times that causes minimal or no disruption to the use of the areas being cleaned. The Contractor shall supplement routine cleaning with continuous and spot cleaning to achieve a high quality of cleanliness / finish at all times. The Contractor shall carry out other non-routine cleaning (eg litter pick, hose down pool surrounds, periodic 'deep clean' of kitchen areas, vents etc) in order to achieve the required Performance Standards.

1.9.11 For clarification, the routine cleaning Performance Standard will be deemed to have been met in a particular Zone, where the Contractor has carried out the cleaning tasks at the required frequency in accordance with the previously agreed Cleaning Method Statement and Cleaning Schedule.

b) Reactive Cleaning

- 1.9.12 The Contractor shall provide non-routine (reactive) cleaning requirements on a continual basis. The Contractor shall ensure that the Facilities are comprehensively monitored for non-routine cleaning and this cleaning is undertaken as and when necessary and in accordance with the agreed procedures for reactive cleaning as set out in the Cleaning Method Statement.
- 1.9.13 Any cleaning requirements notified to the Help Desk (provided by the Contractor pursuant to paragraph 1.11 of this Services Specification), creating any risk to health and safety, risk of immediate damage to the Facilities, risk of personal injury or contrary to the reasonable expectations of Users in accordance with Good Industry Practice shall be treated as a Performance Failure and shall be rectified by the Contractor within the relevant Rectification Period as set out in Schedule 6 (Payment and Performance Monitoring System).
- 1.9.14 The Contractor shall ensure that all cleaning materials and equipment are appropriate for the job required, compatible with the surfaces/Equipment to be cleaned and are used in accordance with the manufacturer's instructions, British Standards and relevant health and safety requirements.

Reporting Requirements

- 1.9.15 The Contractor shall produce quarterly cleaning reports on the frequency and completion of any reactive cleaning tasks and the time period for containment/Rectification from initial notification. A summary of the cleaning report should be included within the Quarterly Performance Monitoring Report (the "**Cleaning Summary**").
- 1.9.16 A Cleaning Schedule must be provided to the Authority for its approval one month prior to the Commencement Date and annually thereafter, by 31st December for implementation the following Contract Year.

1.10 Environmental and Energy Management

Required Outcome

- 1.10.1 The Contractor shall operate the Facilities in an environmentally sensitive and sustainable manner, to reduce energy consumption, minimise chemical usage, recycle appropriate non-hazardous wastes and contribute to the delivery of the Authority's wider policies for safeguarding the environment and promoting sustainability.
- 1.10.2 The Contractor shall have a clear policy and implement effective operational practices that demonstrably have a positive effect on the environment. This shall be set out in an Environmental Management Method Statement and shall cover as a minimum:
- Reduction in the use of environmentally harmful chemicals
 - Proposed approach to energy management (including as appropriate reducing energy consumption, energy conservation and use of renewable energy)
 - Targets for reducing CO₂ emissions
 - Increasing water efficiency and maximising water recycling opportunities
 - Maximising recycling and reducing waste
 - Green transport plan/s (for staff and Users)
 - A training and awareness raising programme for staff and Users

- Demonstrating how existing sustainable practices are to be continued, extended and energetically promoted to staff and Users.

Performance Standards

- 1.10.3 The Contractor shall establish an "Environmental and Energy Management Plan" within the first six months following the Commencement Date that sets clear targets for achievement against its policy and Environmental Management Method Statement. This Environmental and Energy Management Plan shall then be updated with new targets, which will be submitted to the Authority for approval on an annual basis by 31st December and the Contractor's implementation during the next Contract Year.
- 1.10.4 The Contractor shall implement an environmental management system which complies with the requirements of ISO 14001.
- 1.10.5 The Contractor shall actively seek to reduce CO₂ emissions from the Facilities.
- 1.10.6 When disposing of waste refuse the Contractor shall conform to the requirements of the Authority's policies.
- 1.10.7 The Contractor shall ensure that Display Energy Certificates are obtained on an annual basis and are clearly displayed and visible to the public at all times.
- 1.10.8 The Contractor shall operate the Facilities in accordance with the Environmental Management Method Statement and the agreed annual Environmental and Energy Management Plan.

Reporting Requirement

- 1.10.9 The Contractor shall ensure that a quarterly report detailing achievements against the Environmental and Energy Management Plan and how these contribute to the Authority's wider policies for safeguarding the environment and promoting sustainability is submitted as part of the Quarterly Performance Monitoring Report (the "**Environmental and Energy Management Plan Progress Report**"). The Contractor shall ensure that energy consumption for gas and electricity for each Facility is included within this report.
- 1.10.10 The Contractor shall monitor and record energy consumption on at least a monthly basis.
- 1.10.11 The Contractor shall ensure that an updated Environmental and Energy Management Plan is submitted to the Authority on an annual basis by 31st December for the Authority's approval and the Contractor's implementation during the next Contract Year.
- 1.10.12 If applicable, the Contractor shall submit all relevant data and paperwork to the Authority on an annual basis to allow the Authority to meet its reporting requirements under the Carbon Reduction Commitment (CRC). The Contractor shall make additional data available over the course of the Contract Period if the Government introduces new reporting requirements for local authorities.

1.11 Customer Service

Required Outcome

- 1.11.1 The Contractor shall provide a comprehensive customer service charter which shall ensure that Users are dealt with promptly, effectively and courteously at all times.

- 1.11.2 The key principles of the Authority's customer care requirements are set out below. The Contractor shall meet these requirements:
- A customer care policy exists, is freely available to the public and is implemented
 - All groups (including those with disabilities) have easy access and equal opportunities
 - Staff in all areas respond positively to enquiries and sales opportunities
 - Staff are helpful and pleasant
 - Staff at all levels are empowered to resolve User complaints
 - Procedures are in place for dealing with difficult/ unusual User requests
 - A clear customer charter is displayed
 - Customer information is readily available
 - All staff are trained in customer care.
- 1.11.3 The Contractor shall operate and administer a comprehensive and effective User comments and feedback system, to encourage feedback and record verbal and written comments. The system shall be operated in accordance with the Contractor's Customer Service Method Statement. This shall take into account all User groups including NGB and elite athletes, local and wider community and club users and commercial and corporate users covering sporting and non-sporting use.
- 1.11.4 The Contractor shall carry out the following customer service research:
- Quarterly analysis of all verbal and written comments and complaints including reporting percentage of complaints responded/resolved within the agreed parameters
 - Consultation with clubs and key User groups at least every six months
 - Mystery visits and telephone calls
 - Equalities monitoring data
 - Annual User and non-User surveys.
- 1.11.5 The Contractor shall ensure that the information ascertained from the research is analysed and the results used to inform future service delivery.

Performance Standards

- 1.11.6 The Contractor shall ensure a high level of customer care so that all Users receive a high quality and memorable experience at the Facilities. The level of customer care shall be reflective of Good Industry Practice and provide a level of customer service that will facilitate achievement of the Authority's Outcomes.
- 1.11.7 The Contractor shall operate a User comments and feedback system in accordance with the Customer Service Method Statement. The Contractor shall ensure that the Customer Service Method Statement sets out how the Contractor intends to respond to comments and feedback and shall set out the use of User forums on a Facility by Facility basis, mystery visit exercises, public meetings, staff representation on club committees and the use of User and non User surveys. The Contractor shall ensure that a unique reference number is attached to each written/verbal comment or complaint so that the action taken in relation to a specific comment or complaint can be tracked.
- 1.11.8 The Contractor shall ensure that all User complaints and comments are dealt with in accordance with the agreed Customer Service Method Statement to ensure that they are acknowledged within two Business Days if a full response cannot be sent within that period, with a full response sent within seven days.

- 1.11.9 The Contractor shall ensure that an electronic Help Desk is provided to deal with User queries, complaints and feedback and that forms are available for all Users to identify any issues for the attention of the Contractor. The Contractor shall ensure that the Help Desk is enabled to provide Authority access as and when required.
- 1.11.10 The Contractor shall support the Authority with additional consultation relating to customer service from time to time.
- 1.11.11 The Contractor shall ensure a smart appearance by all staff at all times, with appropriate uniform and name badges being worn.
- 1.11.12 The Contractor shall ensure that staffing levels are appropriate to meet the demands of the participation / usage patterns at each Facility to ensure high standards of customer service.
- 1.11.13 The Contractor shall formally display in public areas results from self-monitoring and Authority monitoring visits, liaison groups, User comments, and complaints, reports, surveys and customer care activities.
- 1.11.14 The Contractor shall provide training in customer service as part of its new staff induction and ongoing refresher training.
- 1.11.15 The Contractor shall keep notice and display boards updated at all times.
- 1.11.16 The Contractor shall provide at all times information to the public on the availability of courses, activities and events conducted by the Contractor and the Authority.
- 1.11.17 The Contractor shall ensure that any out-of-order equipment is clearly labelled accordingly and information provided as to the estimated timescale for repair and, if relevant, reopening.
- 1.11.18 The Contractor shall formally display in public areas appropriate environmental and service information, including pool water temperatures.
- 1.11.19 The Contractor shall operate an effective system for dealing with lost and found property.
- 1.11.20 The Contractor shall carry out a detailed User satisfaction survey at the end of the first Contract Year. The format and content of the survey shall be agreed in advance with the Authority and results reported fully to the Authority within two weeks of receiving the survey findings together with a proposed action plan for agreement by the Authority.
- 1.11.21 The Contractor shall ensure that a "Retention Strategy" is developed to encourage member loyalty and minimise attrition rates. The Retention Strategy shall offer awards and incentives for loyal or high usage members.
- 1.11.22 The Contractor shall ensure that details and records of all complaints, comments, forums and surveys are maintained including the date and time of each along with the response of the Contractor.

Reporting Requirements

- 1.11.23 The Contractor shall ensure that a report detailing all complaints and remedial action taken is provided to the Authority on a quarterly basis (the "**Customer Complaints and Feedback Summary**"). The Contractor shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above are included within the Quarterly Performance Monitoring Report.
- 1.11.24 The Contractor shall ensure that an annual report detailing the outcomes of the User feedback system is submitted to the Authority.

1.12 Catering and Vending

Required Outcome

- 1.12.1 The Contractor shall provide a high quality, value for money, service which offers a range of appetising and nutritious food and drink to Users of the Facilities.
- 1.12.2 The Contractor shall ensure that, as a minimum, the existing vending areas provided as appropriate at each of the Facilities continue to be provided. The Authority will consider proposals for enhanced catering provision at the facilities and, if this were to be provided, the Specifications below would apply to any kitchen or catering areas.
- 1.12.3 The Contractor shall provide a comprehensive food and drink selection that caters for different groups of Users as well as the different dietary requirements of Users including:
- NGBs, elite athletes and coaches
 - Community, club and school users
 - Commercial users such as conference delegates
 - Staff members
 - Group/ individual visitors and spectators
 - Vegetarians and persons with particular dietary needs
 - Diverse cultural and religious background of Users and the local community to each of the Facilities
 - Special functions such as events, celebrations, special events etc.
- 1.12.4 The Contractor shall as a minimum provide hot and cold drinks and simple snacks through vending machines or otherwise throughout the Minimum Opening Hours. Subject to the provisions of the dual-use agreement at NRLC, no vending service shall be offered to school pupils outside public opening hours.
- 1.12.5 The Contractor shall ensure that healthy vending options are offered in the Facilities.

Performance Standards

- 1.12.6 The Contractor shall demonstrate a clear understanding of the requirement for a quality and sustainable catering service that meets all its diverse User needs. This shall be set out in a Method Statement and shall cover as a minimum:
- Catering service recommendations
 - Sample tariffs where appropriate
 - Meeting nutritional requirements for elite athletes and Users
 - Details of the Contractor's purchasing policy and procedures
 - Outline marketing approach
 - Support resources available.
- 1.12.7 The Contractor shall ensure that menus and tariffs are clearly displayed.
- 1.12.8 The Contractor shall ensure that a supply of chilled drinking water and disposable cups (other than that provided by mains taps) is provided for all Users of the Facilities and is located in appropriate public areas such as the fitness suites, catering facilities and meeting rooms.

1.12.9 The Contractor shall ensure that where appropriate:

- All catering and dining areas comply with the relevant requirements of the Food Safety Act 1990, the Food Safety and Hygiene (England) Regulations 2013, any other current health and hygiene Legislation, and Food Standards Agency guidelines, and any recommendations from the Environmental Health Office (EHO) that may be issued
- Compliance with other relevant and associated health and safety and cleaning requirements as set out in this Services Specification
- It provides all equipment and other consumables for the preparation and delivery of the catering and vending Service in the Facilities as identified on the Equipment Inventory to be approved by the Authority's Representative.

Menu and food service

1.12.10 The Contractor shall ensure that where applicable, the catering provision supports any NGBs on site and provides the relevant nutritional value in line with their training requirements.

1.12.11 The Contractor shall ensure that the purchase and procurement of food and consumables is from reputable suppliers. The Contractor shall aim to use fairtrade products and supply from sustainable sources.

1.12.12 The Contractor shall provide a vending service suitable for its Users. There shall be an agreed range of vended snacks and beverages available at specified times, with items well stocked and within sell-by date.

1.12.13 The Contractor shall ensure the use of suitably sourced and maintained vending machinery. All vending machines and ancillary equipment shall be installed correctly and be fully operational in accordance with the manufacturer's instructions. They shall not cause obstruction to thoroughfares. The Contractor shall ensure that the vending machines and areas surrounding vending machines shall be clean and free from packaging and rubbish.

Food safety regulations

1.12.14 The Contractor shall ensure that the provision of catering services complies in all respects with relevant food safety regulations and statutes, and that an annual review of Hazard and Critical Control Path Analysis (HCCPA) is completed.

1.12.15 The Contractor shall comply with the requirement to register the premises under food safety Legislation with the Health and Environment Services section of the Authority and provide written confirmation of the fact to the Authority's Representative within one month of the Commencement Date and annually thereafter, within one month of the beginning of the Contract Year.

1.12.16 The Contractor shall comply with the Food Safety and Hygiene (England) Regulations 2013. The Contractor shall operate all licensed premises in accordance with the Licensing Act 2003. The Contractor shall ensure that all licensed bars have a current premises license and a designated premises supervisor.

1.12.17 The Contractor shall provide a documented Food Safety Management System and ensure that all food handlers have appropriate food hygiene training commensurate with their work activity.

Food hygiene

1.12.18 The Contractor shall remove all rubbish from the catering areas to a designated location on-site in a safe and hygienic manner.

- 1.12.19 The Contractor shall ensure that trays, litter and other debris shall be cleared away and tables wiped periodically to provide a tidy and clean environment. The Contractor shall ensure that there shall be no failure to clear trays, litter and other debris or to clean tables such that new customers have a clean place to sit.
- 1.12.20 The Contractor shall ensure that each dining area is cleaned daily at the end of the shift to the required level for the following day's work.
- 1.12.21 Other than for a vending only service, the Contractor shall ensure that as a minimum the catering services shall be subject to an annual independent hygiene inspection.

Quality of catering service

- 1.12.22 The Contractor shall ensure that the catering services are fast and efficient. If any complaint is received in respect of the service provision, the Contractor shall make appropriate investigations. The Contractor shall regularly review complaints, and any actions taken, and make recommendations on how to resolve any ongoing issues.
- 1.12.23 The Contractor shall ensure that catering service efficiency is measured as part of an annual satisfaction survey. The Contractor shall seek to achieve 90% overall satisfaction in the annual survey review.

Facilities

- 1.12.24 The Contractor shall maintain the catering facilities in a hygienic condition. The dining area shall be clean and tidy at all times before peak times and shall be periodically cleaning during times of use.
- 1.12.25 The Contractor shall ensure that the vending and catering equipment is maintained in a clean, functional and hygienic condition, in compliance with all applicable health and safety regulations.

Health and safety

- 1.12.26 The Contractor shall ensure that the provision of the vending and catering service complies in all respects with relevant health and safety regulations. The Contractor shall ensure that appropriate safe methods of work ie risk assessments are in place and all staff shall have access to relevant information relating to health and safety and risk assessments.
- 1.12.27 The Contractor shall ensure that all accidents are recorded in accordance with health and safety regulations and Contractor procedures.
- 1.12.28 The Contractor shall ensure that where use of chemicals or substances is called for, COSHH data sheets are completed and all staff have access to relevant COSHH data information.

Staff

- 1.12.29 Where appropriate, the Contractor shall ensure that all catering staff are appropriately trained, competent and informed of all areas relating to food safety and health and safety. The Contractor shall ensure that an annual training plan is completed (reviewed quarterly) to ensure that all catering staff are appropriately trained in areas including, but not limited to, the following:
- Basic food hygiene
 - Advanced food hygiene

- Health and safety (including COSHH, risk assessments, safe systems at work, manual handling etc)
- Service delivery
- Marketing/ merchandising.

Reporting Requirements

- 1.12.30 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.13 IT Systems

Required Outcome

- 1.13.1 The Contractor shall ensure that fully functioning and efficient IT systems are maintained at the Facilities throughout the Contract Period.

Performance Standards

- 1.13.2 The Contractor shall develop technological solutions for everyday tasks. This includes providing a system that allows for User transactions, including requests for information and bookings to be made online, in accordance with the Authority's commitment to the e-government agenda.
- 1.13.3 The Contractor shall ensure that there is a clear and easily understood booking system and service for all relevant activities at the Facilities. This booking system shall be based on technological systems that allow for advanced booking arrangements and payments, collation of User information, effective management and administration systems, marketing opportunities and operational information systems that record and effectively deliver all bookings.
- 1.13.4 The system shall enable information on types of Users to be analysed in order to record participation by target groups as identified in the Physical Activity Development Plan.
- 1.13.5 The Contractor shall develop proposals for the self-ordering and self-issue of leisure tickets, with collection points specified at the Facilities that facilitates fast track entry systems.

Reporting Requirements

- 1.13.6 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.
- 1.13.7 Should the Authority wish to analyse any specific IT reports the Contractor must produce the relevant report within seven Business Days from the initial request.

1.14 Maintenance of Buildings, Plant and Equipment

Required Outcome

- 1.14.1 The Contractor shall ensure that the Facilities and all equipment are fully functioning and available for use, conform to Legislation and statutory requirements, perform in the most efficient manner and achieve full economic life. The Contractor shall regularly service, maintain and replace as appropriate all buildings, equipment and plant in accordance with this Services Specification and Appendix 4 – Lifecycle Replacement Responsibility Matrix.

- 1.14.2 The Contractor shall ensure that:
- It takes full responsibility for managing and delivering all the specified maintenance services at the Facilities
 - It provides maintenance services for the Authority based on continuous improvement and innovation
 - The Project benefits from the co-ordination and integration of the Contractor's supply chain, including all consultants, sub-contractors and suppliers and the Contractor shall ensure the commitment of its entire supply chain
 - It provides a professional service that delivers the Services and adheres to the Authority's Policies and contributes to the Authority's Outcomes.
- 1.14.3 Specific outcomes are required for the NRLC dual-use facility and these are set out in an agreement between Ryedale District Council, North Yorkshire County Council and Lady Lumley School. The agreement is presently subject to revision and will be provided to contractors once finalised.

Performance Standards

- 1.14.4 The Contractor shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance and replacement as set out in this Services Specification, the Lifecycle Replacement Responsibility Matrix set out in Appendix 4, the agreed Schedule of Programmed Maintenance and in accordance with the Contractor's previously agreed Maintenance Method Statement. The Contractor shall ensure that the Facilities are kept up to date and reflect the needs of Users.
- 1.14.5 The Contractor shall carry out agreed breakdown and repair maintenance for all buildings and services to ensure that, at all times, the plant, buildings and equipment at the Facilities are maintained to a high standard of good repair and are fully functional in respect of the activities taking place at the Facilities.
- 1.14.6 The Contractor as a minimum shall ensure that:
- Both planned preventative lifecycle and reactive maintenance is carried out in accordance with the Contractor's previously agreed Maintenance Method Statement and the agreed Schedule of Programmed Maintenance
 - Maintenance procedures ensure Facilities:
 - Comply with all applicable statutory requirements and Legislation
 - Are in a safe, secure, wind protected and watertight condition
 - Are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the Facility as a whole in accordance with the standards contained within the Heating and Ventilating Contractors' Association (HVCA) SFG20 guidance, and
 - Are maintained in a manner which prevents deterioration save fair wear and tear of any part thereof.
 - All maintenance repairs use materials that are comparable and compatible with existing materials used on the Facilities
 - All maintenance activity is recorded on the Property Database (see paragraph 1.4 of this Services Specification)
 - All work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.
- 1.14.7 The Contractor shall ensure that on a continuing basis the maintenance and operating procedures comply with Clause 15 (Condition of the Facilities) of this Agreement.

- 1.14.8 This section of the Services Specification contains the scope of the "Maintenance Services". The Contractor shall take responsibility for and be responsible for the costs of all Maintenance Services. The Contractor shall be responsible for all costs of the replacement of Contractor Lifecycle Items as set out in Clause 15 (Condition of the Facilities) of this Agreement and shall comply with the provisions of Clause 15 (Condition of the Facilities) of this Agreement with respect to Authority Lifecycle Items. A detailed breakdown of lifecycle replacement responsibilities between the Authority and the Contractor is set out in Appendix 4 of this Services Specification.
- 1.14.9 The Contractor shall implement Programmed Maintenance, comprising of:
- Planned Preventative Maintenance
 - Statutory/ mandatory testing/ inspections
 - Lifecycle replacement (in accordance with the terms of this Agreement).
- 1.14.10 The Contractor shall carry out reactive maintenance in accordance with this Services Specification and applicable response/ rectification times.
- 1.14.11 The Contractor shall ensure that copies of operating worksheets for periodic maintenance and repairs carried out are recorded on the Property Database. The Contractor shall maintain on the Property Database records detailing all breakdown failures, incidents or accidents involving any plant, machinery and equipment, together with details of all service overhauls or other such investigations that are carried out to plant, machinery and equipment.

Planned Preventative Maintenance (PPM)

- 1.14.12 The Contractor shall, by a regular and organised scheme, be responsible for the maintenance and operation of all items of plant, equipment and building fabric within the Facilities, inclusive of fixtures and fittings. The Contractor shall ensure that the PPM system is operated from within a computer aided facilities management (CAFM) system. The Contractor shall be responsible for the operation and maintenance of the Facilities in a manner that optimises its performance for the duration of their effective life. The Authority may at any time carry out checks of any replacement, maintenance or repair carried out by the Contractor. The Authority's Representative may also request demonstrations of the performance of the Facilities and the Contractor shall fully cooperate with such requests.

Reactive Maintenance and repairs

- 1.14.13 The Contractor shall operate systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable service in accordance with their relevant Method Statement. The Contractor shall monitor any departures from the environmental parameters set out in the Zone Data Sheets and shall rectify any such departures.
- 1.14.14 The Contractor shall provide a professionally managed service, through the CAFM system, for reactive maintenance and repairs 24 hours per day, 365 days per year. The Contractor shall provide a fully comprehensive service where all reactive repairs and maintenance (including labour, materials, profit, overheads and any other relevant costs) shall be carried out at the Contractor's cost.
- 1.14.15 The Contractor shall ensure that all maintenance staff working on behalf of the Contractor involve themselves fully in the identification of faults. The Contractor shall ensure that the inherent skills of its staff ensure the timely identification and rectification of faults. The Contractor shall ensure that both faults identified by the Authority's and Contractor's staff are logged through the CAFM system for quality analysis. The Contractor shall ensure that

each and every reactive service request has an associated history, including completion date and time, and cost information within the CAFM system.

- 1.14.16 The Contractor shall meet minimum response times to ensure that any reactive repairs are completed with the least inconvenience and disruption to the workings of the Facilities.
- 1.14.17 The Contractor shall ensure that only appropriately trained personnel are dispatched to reactive activities. The Contractor shall ensure that all maintenance repairs use materials that are comparable and compatible with existing materials used at the Facilities.
- 1.14.18 The Contractor shall provide an adaptable and responsive 'handyman' service to the Facilities. This service shall provide general expertise in the wide range of maintenance and repair requests that are likely to be demanded of this service. The 'handyman' service shall be available to deal with general repairs and decoration on a planned, reactive or ad hoc basis. Tasks likely to fall within the remit of the 'handyman' service include but are not limited to picture hanging, shelf hanging and minor redecorations.
- 1.14.19 During the operation of the Facilities, the Contractor shall be responsible, at its own cost, for the repairs and reinstatement of any accidental or deliberate damage caused including vandalism.
- 1.14.20 The Contractor shall ensure that where glass is replaced for whatever reason, the replacement glass meets the standards as set out in Regulation 14 of the Workplace (Health and Safety and Welfare) Regulations 1992, and also BS 6262: Part 4 and areas of special risk Class C of BS 6206.
- 1.14.21 The Contractor shall ensure that where materials have to be replaced, for whatever reason, the replacement materials match in every way the specification, quality, performance, and appearance of the original materials in their final location. Where new materials with enhanced properties are available, the Authority's Representative shall be informed that such new materials are proposed and of the benefits that these would deliver to the Facilities.

Lifecycle

- 1.14.22 The Contractor shall develop the Lifecycle Schedule for the Facilities based upon industry standards for replacement of plant and building fabric. For the Contract Period, the Contractor is required to manage the Lifecycle Schedule as set out in Clause 15 (Condition of the Facilities) of this Agreement. The Contractor shall undertake the lifecycle replacement works in accordance with Clause 15 (Condition of the Facilities) of this Agreement.
- 1.14.23 The Contractor shall take cognisance of the intimate relationship between operational elements and those elements of lifecycle management. The Contractor shall implement a holistic maintenance regime to maximise the life of all built and installed assets.

Fabric Maintenance

- 1.14.24 The Contractor shall provide a professionally managed, high quality planned preventative fabric maintenance service in accordance with a system and programme of building fabric maintenance. The Contractor shall make sure that the Facilities are in a safe, secure, wind protected and watertight condition.
- 1.14.25 The Contractor shall ensure that reactive repairs and maintenance to the internal and external fabric of the Facilities are logged via the CAFM system and allocated to the appropriate tradesmen by the Contractor. The Contractor shall ensure that planned preventative maintenance tasks are generated by the PPM system quarterly, in advance,

and made available to the Authority's Representative. The quarterly task sheet shall clearly identify the asset type, location and work required.

- 1.14.26 The Contractor shall ensure that fabric maintenance is undertaken at the Facilities. This shall include but not be limited to:
- Decorations
 - Flooring
 - Roofing and ceiling
 - Internal and external walls
 - Drain and gutter clearance – regular roof inspections will be required to ensure that gutters are kept clear.
- 1.14.27 All window cleaning is the responsibility of the Contractor.
- 1.14.28 The Contractor shall discharge its obligations under the Control of Asbestos at Work Regulations 2002 and its amendments including the publishing and maintenance of a comprehensive Asbestos register, and associated risk analysis, of all areas within the Facilities, identifying those which:
- a) are presumed by the Contractor to contain Asbestos, or
 - b) it has been concluded by the Contractor that they do contain Asbestos, or
 - c) it has been concluded by the Contractor that they do not contain Asbestos, or
 - d) are presumed by the Contractor that they do not contain Asbestos.
- 1.14.29 The Contractor shall make this Asbestos register permanently available to the Authority, all of the Contractor's personnel, sub-contractors and suppliers and any other operatives carrying out work on the Contractor's behalf at the Facilities.
- 1.14.30 The Contractor shall ensure that all activities are executed and records updated with due regard to the Control of Asbestos at Work Regulations 2002 and its amendments. The Contractor shall ensure that all registers relating to Asbestos and associated work schedules are maintained on the CAFM system and reports are notified to the Authority in line with paragraph 1.4.6 of this Specification.

Mechanical and Electrical Maintenance

- 1.14.31 The Contractor shall provide a professionally managed, high quality Mechanical and Electrical (M&E) maintenance service through a regular and organised regime. The Contractor shall ensure the successful operation and optimum condition of all of the mechanical, electrical, plumbing and drainage systems. The plant and systems to be maintained are listed within the asset registers.
- 1.14.32 The Contractor shall follow the maintenance requirements specified by:
- Original equipment manufacturers' recommendations
 - HVAC Standard Maintenance Specification
 - C.I.S.B.E guidelines
 - BSRIA
 - The Authority's requirements as set out in this Services Specification
 - All relevant statutory regulations and requirements
 - Specific warranty period maintenance requirements.

- 1.14.33 The Contractor shall ensure that assets are maintained at optimum performance. The Contractor shall monitor the assets and buildings so that operating conditions are maintained and the quality of service provision and the performance of assets is recorded. The Contractor shall use the CAFM system to log and record responses to problems as they occur as well as recording performance of equipment and systems. The Contractor shall be responsible for establishing/ maintaining any additional systems it considers necessary to carry out this task.
- 1.14.34 Specific paragraph to be added by RDC regarding maintenance of solar panels, CHP and other energy-saving equipment.

Equipment

- 1.14.35 The Contractor shall maintain all fixtures and fittings and loose equipment as identified in the inventory set out in Appendix 5 (Equipment Inventory) and return them all on the Expiry Date, or if earlier, the Termination Date, in good condition (taking into account fair wear and tear), replacing any as necessary.
- 1.14.36 The Contractor shall service and maintain all equipment and systems within the Facilities inclusive of the supply of all disposable items and service components.
- 1.14.37 The Contractor shall carry out repairs or replacement of moving parts and keep all the equipment systems in working order.
- 1.14.38 The Contractor shall repair or replace any item of equipment which has been poorly maintained or has been subject to any unnecessary damage during the Contract Period.
- 1.14.39 The Contractor shall maintain and repair equipment in the Facilities to the standards outlined below:
- Items that are subject to a manufacturer's or supplier's instruction or recommendation shall be maintained and prepared to that instruction or recommendation
 - Additionally, all relevant statutory maintenance regulations shall be complied with. Copies of certificates of inspection shall be forwarded to the Authority's Representative and shall be displayed in the reception area of each Facility
 - Items of equipment not subject to any regulations or recommendations for maintenance shall be inspected on a regular basis and at intervals not exceeding one month
 - Where the Contractor enters a maintenance agreement with a supplier of specialist equipment, that agreement shall not continue beyond the duration of this Agreement.
- 1.14.40 The Contractor shall ensure that an item of equipment that, at any time, is found to be defective or has failed and so poses a potential hazard is immediately withdrawn from service. It shall be made secure to ensure that it cannot inadvertently be used.
- 1.14.41 The Contractor shall not make any modifications to equipment at the Facilities without the prior written permission of the Authority.
- 1.14.42 The Contractor shall ensure that standards of design, materials, manufacture and construction of equipment obtained to replace equipment that has been damaged or is otherwise unusable shall not be less than that of the equipment it is replacing.
- 1.14.43 The Contractor shall ensure that at the expiry or termination of this Agreement, all items, excluding any items that have been written off, destroyed or removed with the Authority's consent, shall be handed back to the Authority in good condition with due regard having been made for normal wear and tear. In the case of any items which have been replaced or altered, these shall be returned to the Authority in order to maintain the initial inventory.

Statutory/ Mandatory inspections

- 1.14.44 The Contractor shall ensure that all statutory and other mandatory requirements are met in respect of the Maintenance Services and inspections. The Contractor shall inform the Authority in the first instance of any and all breaches of these obligations together with a programme for rectification and measures to safeguard against a repeat.
- 1.14.45 The Contractor shall set up a programme of statutory, mandatory and insurance inspections to ensure all assets receive the required inspections at the correct time. The annual programme shall be issued to the Authority in advance. The Contractor shall at all times comply with all relevant EC and UK statutory and legislative requirements and all relevant guidance (including British Standards) including any alterations that may take place.
- 1.14.46 The Contractor shall cooperate with any periodic inspections made by the Authority or any external agencies such as the Authority's Health and Environment Services section and shall provide such reasonable assistance to such inspectors as may be necessary.

Portable Appliance Testing

- 1.14.47 The Contractor shall ensure that as a minimum, portable appliance testing ('PAT') is implemented and carried out in accordance with the Code of Practice for in-services inspection and Testing of Electrical Equipment published by the Institution of Electrical Engineers, as amended from time to time. The Contractor shall ensure that all portable appliances are tested and certified with copies of certificates promptly forwarded to the Authority's Representative. PAT testing shall be risk based. The Contractor shall determine the frequency based on the risk presented to the Class 1 and 2 electrical and electronic equipment used at the Facilities and by the working environments within the Facilities.
- 1.14.48 The Contractor shall test any item of equipment introduced to the Facilities prior to its being used. Once tested, items shall be tagged and logged in accordance with the above regime by the Contractor.
- 1.14.49 The Contractor shall maintain a register of portable appliances held at the Facilities, including but not limited to portable items and static items. The Contractor shall maintain the register containing details of the executed PAT tests. Such testing shall form part of the overall PPM regime undertaken by the Contractor and the Contractor shall ensure that all reports and recommendations are held centrally within the CAFM system.

Fire Detection, Emergency Lighting and Fighting Systems

- 1.14.50 The Contractor shall ensure that all fire detection alarm systems are maintained and tested in accordance with BS 5839: Part 1 (or replacement standards) with copies of the relevant certificate promptly forwarded to the Authority's Representative.
- 1.14.51 The Contractor shall ensure that all Emergency Lighting Systems are maintained and tested in accordance with BS 5266: Part 1 (or replacement standards) with copies of the certificates promptly forwarded to the Authority's Representative following each service.
- 1.14.52 The Contractor shall test all fire detection equipment and emergency lighting on a weekly basis and in a manner which ensures that every manual call point is activated through the testing period and cyclically at a frequency and at a time to be agreed between the Authority and Contractor in accordance with manufacturer's and installer's guidance and in line with the above statutory guidance. The Contractor shall ensure that the results are logged within each location and centrally within the CAFM system. The Contractor shall ensure that all abnormal test results are acted upon and the appropriate action is taken to remedy any abnormal test results in line with the required response and rectification times.

Lifts, Hoists, Conveyance Systems and other lifting equipment

- 1.14.53 The Contractor shall provide a maintenance service to the lifts, hoists and conveyance systems and other lifting equipment within the Facilities. The Contractor shall ensure rectification as set out in Schedule 6 (Payment and Performance Monitoring System) if there are any problems with the system's components, items and panels. The Contractor shall ensure that all necessary information regarding the lifting and conveyance system is recorded within the CAFM system.
- 1.14.54 In addition to the maintenance activities, the Contractor shall ensure that lift cars are taken out of service in the case of dangerous situations and shall ensure the competency of operatives to carry out maintenance work and train site staff in the rescue and freeing of trapped passengers.

Security, Access and Intruder Systems

- 1.14.55 The Contractor shall maintain any CCTV, intruder and access systems at the Facilities to ensure their proper functioning at all times. The Contractor shall ensure that any failure in such systems is rectified within the required rectification times.
- 1.14.56 The Contractor shall ensure that all intruder alarm systems are maintained and tested in accordance with the Authority's 24 hour 'Ryecare' monitoring arrangements and, if appropriate, BS 4737 (or replacement standards), with copies of the certificates forwarded to the Authority's Representative following each service.

Re-Lamping

- 1.14.57 The Contractor shall carry out all necessary re-lamping at the buildings and shall adopt an organised approach to re-lamping across the Facilities. The Contractor shall monitor the provision of this service for efficiency with a view to achieving the greatest possible reductions in replacement frequency and cost. The optimum replacement frequencies for lamps shall be determined by the Contractor, whilst maintaining the specified lighting levels in accordance with this Services Specification and in accordance with guidance embodied within HS(G) 38 Lighting at Work and CIBSE publication LG03: 1996 Areas for visual display terminals (as amended from time to time). The Contractor shall ensure that luminaries and light fittings are kept in good repair and shall be cleaned and maintained to ensure optimum performance.

Duct Maintenance

- 1.14.58 The Contractor shall maintain and clean all ducts, shaft, risers and associated ventilation. The Contractor shall comply with the HVCA guide to good practice – cleanliness of ventilation systems TR17/2 (as amended from time to time).

External Maintenance

- 1.14.59 The Contractor shall provide maintenance services to the external environment at the Facilities including external furniture and fittings, external lighting and irrigation systems.
- 1.14.60 The Contractor shall be responsible for the maintenance and cleaning of all hard surfaces and all litter scavenging within the external areas of the Facilities to include bin emptying and disposal of waste.

Reporting Requirements

- 1.14.61 The Contractor shall ensure that results of all non-compliant measurements are recorded on the Property Database.

- 1.14.62 The Contractor shall report on all inspections and maintenance checks for the purpose of a building audit over the Contract Period. The Contractor shall ensure that this information is stored on the Property Database.
- 1.14.63 The Contractor shall on an annual basis, produce a Schedule of Programmed Maintenance for each of the Facilities. The Schedule of Programmed Maintenance must be submitted to the Authority in accordance with Clause 15 (Condition of the Facilities) and Schedule 8 (Review Procedure). As part of its Schedule of Programmed Maintenance, the Contractor shall provide a structured approach for dealing with breakdown and repair maintenance and a schedule of response times for the various categories of work.
- 1.14.64 The Contractor shall provide to the Authority a "Maintenance Programme Progress Update" on a quarterly basis detailing how the programme is progressing.
- 1.14.65 The Maintenance Programme Progress Update should cover (without limitation):
- Health and safety
 - Contractual issues requiring discussion and resolution
 - Review of action plans as necessary
 - Review of financial matters
 - Overall contract compliance including completed and not completed PPM activities, completion of reactive maintenance within and outside the specified response and rectification times and exception report covering the maintenance activities
 - Results of any audits
 - Proposals for continuous improvement
 - Review of cost saving/ cost avoidance initiatives
 - Review of any matters affecting or affected by third party suppliers.
- 1.14.66 The Contractor shall submit details of any failures to follow the Schedule of Programmed Maintenance or achieve the required Performance Standards as part of the Performance Monitoring Report.

1.15 Grounds Maintenance

Required Outcome

- 1.15.1 The Contractor shall carry out grounds maintenance within the site boundaries of the Facilities in such a way as to maintain a well presented and safe environment for all Users, allowing for efficient and effective use of the facilities and promoting a positive image of the Facilities at all times.
- 1.15.2 The Contractor shall provide a safe, attractive and stimulating environment for the citizens of Ryedale and beyond and to safeguard and enhance the natural environment at the Facilities.
- 1.15.3 Specific outcomes are required for the maintenance of the Synthetic Turf Pitch at NRLC and these are set out in Appendix 6.

Performance Standards

The Grounds

- 1.15.4 The Contractor is responsible for all grounds maintenance and shall collect and dispose of litter on the soft landscaped areas eg within the shrub beds and on grass lawn areas.
- 1.15.5 The Contractor shall ensure that the grounds are maintained to meet the applicable provisions of BS7370, BS3936, BS4043 and BS4428:1989 and in accordance with the detailed provision as set out in the remainder of this Services Specification. This includes the maintenance of any cultivated area in the car parks.
- 1.15.6 The grounds to the front of Derwent Pool are classified as a "Closed Churchyard" and maintenance shall be carried out with due regard to requirements under the "The Local Government Act 1972". The requirement to maintain arises under clause 215 which states "that the Churchyard shall be maintained by keeping it in decent order and its walls and fences in good repair". An addition to this is that as there are trees present they should be maintained and managed in accordance with good arboricultural practice. As the ground does not belong to the Authority, consent is required in every instance where use of the ground is required or where works are needed which involve digging. In these instances, the Authority must be informed in advance so that, if appropriate, consent can be obtained.

General Grass Areas

- 1.15.7 The Contractor shall maintain all grass areas in accordance with BS 7370: Part 3 Category D related to grass length, evenness and litter.
- 1.15.8 For the purposes of this Agreement there is no defined grass cutting season and therefore no finish date to grass cutting.
- 1.15.9 The Contractor shall not include or use growth retardant of any form to any area of grass within this Agreement.

Soft Landscape Maintenance

- 1.15.10 The Contractor shall maintain all soft landscape features in accordance with BS.7370: Part 4 1993 'Recommendations for maintenance of soft landscape' or European equivalent.

Trees

- 1.15.11 The Contractor shall ensure that any trees that are to be supplied and planted by the Contractor as part of its investment in the Service and any trees that are replacements for any existing trees or trees planted in future shall comply with the minimum requirements of BS 3936: Parts 1 and 4, BS 5236 and BS 4043.
- 1.15.12 The Contractor shall ensure that tree planting is carried out in accordance with BS 4428: 1989 Section Seven (7.1 - 7.8).
- 1.15.13 The Contractor shall prune back any damaged, dead, dangerous, diseased or infested branches whilst retaining the natural shape of the tree.

Plants

- 1.15.14 All plants supplied and planted by the Contractor shall comply with BS 4428: 1989 Section Nine (9.1 - 9.14).

Weed Control

- 1.15.15 The Contractor shall ensure that weeds are controlled throughout the year, by either cultural methods and/or herbicides.
- 1.15.16 The Contractor shall utilise mulching as a method of weed control wherever possible.

Slippery Surfaces

- 1.15.17 The Contractor shall treat hard surfaces, with an appropriate herbicide/fungicide or other suitable material to ensure that at no time there is a formation of algae, moss etc. causing the surface to be slippery.

Snow and Ice

- 1.15.18 The Contractor shall ensure:
- that when dealing with the removal of snow and ice by distributing de-icing salt over areas to maintain a safe surface that damage to grassed and planted areas shall not be caused;
 - that surface water drainage channels, gully gratings and outlets are kept clear to prevent ponding, flooding and subsequent damage to roads on site, paths and planted areas following a thaw.
- 1.15.19 The Contractor shall ensure that any specific hazards caused by inclement weather shall be made safe and reported to the Authority's Representative immediately.

Environmental Maintenance

- 1.15.20 Section 89 (1) of the Environmental Protection Act 1990 places a duty on local authorities to ensure that all land under their direct control is kept free of litter and refuse. The Department of the Environment has issued a code of practice to provide guidance in establishing reasonable and generally acceptable standards of cleanliness. The Contractor shall ensure that the Sites achieve the standards required by the EPA 1990 and the code of practice. The Contractor shall refer to the Environmental Protection Act 1990: Code of Practice on Litter and Refuse for examples of cleanliness standards and shall meet the same.

Leaf and Blossom Fall

- 1.15.21 The Contractor shall ensure the clearance and proper disposal of leaves, blossom, tree fruit and seeds from the areas contained within this Agreement.

Animal Fouling Clearance

- 1.15.22 The Contractor shall ensure the removal of animal fouling from the sites within this Agreement to which the duty under the Environmental Protection Act 1990 applies, and shall ensure that Sites remain free from dog excrement.

Graffiti and Flyposting

- 1.15.23 The Contractor shall remove all graffiti and flyposting from all bins, fences, walls, gates, bridges, notice boards, equipment, buildings and parts of buildings within this Agreement to ensure that Sites remain graffiti free and shall use reasonable endeavours to prevent and reduce the writing of graffiti in the Sites.

Removal of Dumped Refuse Abandoned Vehicles and Fly-tipping

- 1.15.24 The Contractor shall ensure the prompt removal and disposal of dumped refuse (including gas cylinders, tyres, car batteries and builders' materials), abandoned cycles, motor cycles and vehicles and fly-tipping within the Sites.

Pests, Vermin and Wild Animals

- 1.15.25 The Contractor shall eradicate rats and remove wasps' nests, swarms of bees, pests, including Brown Tail Moth and vermin within the Sites. The Contractor shall deal with injured wild and domestic animals within the Site boundaries.
- 1.15.26 The Contractor, when using pesticides, shall comply with guidelines contained in:
- Ministry of Agriculture, Fisheries and Food/HSE 'Pesticides' HMSO
 - British Agrochemical Association: 'Handbook of Amenity Pesticides'
 - Weed Research Organisation: 'The Weed Control handbook Vols I and II'
 - National Association of Agricultural Contractors and National Turf Authority: 'Code of Practice for the Use of Approved Pesticides in Amenity Areas'.

General

- 1.15.27 The Contractor shall give priority to areas of need in line with the requirements of the Environmental Protection Act 1990 and follow the general principle that the 'dirtier' an area has become, the more quickly it should be cleaned and returned to "Grade A" in accordance with the Environmental Protection Act 1990.
- 1.15.28 The Authority shall be entitled to issue to the Contractor "Litter Control Notices" in respect of any location in accordance with the Environmental Protection Act 1990, during the Contract Period.
- 1.15.29 The Contractor shall make proper financial and operational arrangements for the disposal of all effluent, waste and refuse arising from all Sites during the Contract Period.
- 1.15.30 The Contractor shall maintain the existing fences and gates in order to maintain the integrity of the perimeter security including repairs as a result of vandalism / damage by a third party and Contractor negligence.

Reporting Requirements

- 1.15.31 The Contractor shall submit a Grounds Maintenance Schedule one month before the Commencement Date and annually before the 31st December each Contract Year thereafter.
- 1.15.32 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.16 Event Management

Required Outcome

- 1.16.1 The Contractor shall manage a number of events in accordance with the Programmes of Use, Physical Activity Development Plan and Marketing Plans.
- 1.16.2 The Contractor shall ensure that events staged at the Facilities showcase and promote the Facilities to Users and take into account all specific site restrictions.

Performance Standards

- 1.16.3 The Contractor shall have a clear policy in place for effective event management and shall adhere to the Event Management Method Statement in the carrying out of any event at the Facilities.
- 1.16.4 The Contractor shall effectively promote events at the Facilities to support the delivery of the Authority's Outcomes, ensuring that non sporting events are appropriately balanced with sporting events to deliver against the Authority's Outcomes.
- 1.16.5 The Contractor is responsible for all aspects of events from marketing and planning through to staging and post-event feedback.
- 1.16.6 The Contractor shall ensure that each event is delivered to the requirements of the specific User ie National Governing Body, corporate business, international organisation and/or wedding couple.
- 1.16.7 The Contractor shall ensure that its delivery of each event includes all aspects of management required to ensure that the event runs smoothly and shall include management of car parking facilities and liaison with local residents.
- 1.16.8 The Contractor shall ensure that any event being staged at the Facilities does not disrupt other Users of the Facilities.
- 1.16.9 The Contractor shall ensure that events adhere to all relevant site restrictions.
- 1.16.10 The Contractor shall ensure that the management and staffing of events is carefully planned to ensure that a dedicated single point of contact is available to all Users. The identified single point of contact shall retain responsibility for the event both during the planning phase but also the delivery with a visible on-site presence. The Contractor shall ensure that sufficient staffing is available to resource the event.
- 1.16.11 The Contractor shall ensure that all hirers are competent in respect of the nature of their event and that all hirers are adequately and appropriately insured.
- 1.16.12 The Contractor shall ensure, where applicable, that the event organisers have appropriate public liability and other insurance cover.
- 1.16.13 The Contractor shall obtain consent for the holding of events from appropriate authorities.
- 1.16.14 The Contractor shall provide or ensure that event organisers provide sufficient numbers of mobile toilets and arrange the supply and connection of relevant services and that they supply and erect marquees (if relevant) in connection with their events.
- 1.16.15 The Contractor shall actively seek to obtain User feedback in relation to any event staged and shall demonstrate how feedback received has been used to improve future event delivery.

Authority Sponsored Events

- 1.16.16 For events promoted by the Authority, the Contractor shall provide reasonable assistance in the organisation of these events, and shall sell tickets for these events, at no additional cost to the Authority. The Authority will negotiate with the Contractor any costs above the normal hire fee or operating costs, if necessary.
- 1.16.17 The Contractor's staff shall involve themselves in the negotiations and meetings with event promoters, media and athletes to ensure that events are successful and the Authority's image (and the Contractor's) is enhanced.

- 1.16.18 The Authority may require the Contractor to be responsible entirely for the management or promotion of an event on its behalf. In this case, the Authority will negotiate a separate fee with the Contractor.

Reporting Requirements

- 1.16.19 The Contractor shall provide an Event Management Progress Update to the Authority on a quarterly basis.
- 1.16.20 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.
- 1.16.21 The Contractor shall ensure that all comments received should be available for review by the Authority.
- 1.16.22 The Contractor shall include an event management summary within the annual report detailing the outcomes of the User feedback system.

1.17 Reporting

- 1.17.1 There are four elements within the reporting performance requirements which the Contractor shall comply with:
- a. Physical Activity Development Plan
 - b. Marketing and Publicity
 - c. Major Incidents
 - d. General Reporting.

a. Physical Activity Development Plan

Required Outcome

- 1.17.2 Development of physical activity and sport is an important tool in achieving greater usage in under-represented groups. In particular, such development work focuses on encouraging individuals and groups who may be disadvantaged in some way to take part in sports, health and physical activity.
- 1.17.3 The Contractor acknowledges the importance of developing usage and Users and shall prepare a Physical Activity Development Plan for approval by the Authority's Representative and implementation by the Contractor. This shall incorporate two aspects:
- A Sports Development section taking account of the needs of the district to include appropriate provision of coached sessions/ links between centres and clubs, active promotion of healthy lifestyles, links to schools and partnerships with appropriate organisations such as North Yorkshire Sport
 - A health-related Physical Activity section which demonstrates effective and sustainable improvements on issues such as improving health and tackling health inequalities, increasing community safety, raising attainment and promoting social inclusion in partnership with NHS and public health organisations.
- 1.17.4 This will involve the Contractor working in partnership with various local and regional organisations (including Ryedale District Council, Sport England, North Yorkshire Sport, the NHS and the School Sports Partnership) to identify issues and agree priorities.

Performance Standards

- 1.17.5 The Contractor shall identify where it will work with the Authority's Sports and Leisure officers within the Facilities.
- 1.17.6 The Contractor shall ensure that a Physical Activity Development Plan is developed and implemented. The Contractor shall ensure that the plan is submitted to the Authority for approval one month prior to the Commencement Date and then, annually thereafter, by 31st December for implementation the following Contract Year.
- 1.17.7 The Contractor shall ensure that the Physical Activity Development Plan shall set out in detail how programmes will support the achievement of appropriate Participation Targets for a range of target groups.
- 1.17.8 The Contractor shall ensure that a key focus of the Physical Activity Development Plan is the development of pathways into sport and relationships with local sports clubs, schools and community groups.
- 1.17.9 The Contractor shall ensure that the Physical Activity Development Plan addresses the Authority's key objectives and aid the delivery of the Authority's Outcomes.
- 1.17.10 The Contractor shall ensure that the Physical Activity Development Plan shall be prepared in partnership with North Yorkshire Sport and includes the following:
- Programmes for basic skills development (especially for young people)
 - Promoting participation
 - Improving performance
 - Developing talent and excellence
 - Playing new, not necessarily mainstream, sports
 - Receiving/giving coaching
 - Taking part in events and competitions
 - Improving levels of User satisfaction
 - Developing volunteers and officials
 - Developing clubs
 - Consistency with long term athlete development principles.
- 1.17.11 The Contractor shall ensure that the activity programmes within the Physical Activity Development Plan include the following requirements:
- The programme of activities must meet the aims and objectives of both the Facilities and the leisure service and be flexible to accommodate future changes in local demographics and participation trends
 - It should be dynamic, innovative and responsive to the requirements of the Users and potential Users
 - The programme must ensure that all members of the community may use the facilities
 - The programme must have a proactive approach to addressing the needs of under-represented groups, such as young people, students, people who are economically disadvantaged, disabled people, older people (60+), health referrals and people who are inactive (particularly those in rural areas)

- It must also reflect appropriate local, regional and national sports authorities' policies and programmes with clear pathways identified for participants to progress and develop skills as well as provide an inclusive and active strategy for disabled sport
- Programming must incorporate a clear philosophy on sports development and equity informed by current guidance from appropriate sports organisations including sports Governing Bodies, Sport England and the English Federation for Disability Sport
- Club notice boards should be provided for clubs who regularly use the Facilities
- Sports development notice boards should be provided throughout the Facilities to ensure that sports development information is easily available.

1.17.12 The Contractor shall ensure that assessment against how the Physical Activity Development Plan is progressing is measured on a quarterly basis.

Reporting Requirements

1.17.13 The Contractor shall ensure that a Physical Activity Development Progress Update is provided to the Authority on a quarterly basis.

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

1.17.15 The Contractor shall provide a quarterly Physical Activity Development Update Report to the Authority within the first week following each three monthly anniversary of the beginning of each Contract Year.

1.17.16 The Contractor shall ensure that the Physical Activity Development Plan and programmes are provided to the Authority within three months of the Commencement Date and, annually thereafter, by 31st December for implementation the following Contract Year.

b. Marketing and Publicity

Required Outcome

1.17.17 The Contractor shall ensure that the Facilities are managed in a way that promotes and enhances the reputation of Ryedale District Council.

1.17.18 The Contractor shall develop, maintain and improve the standards and the quality of the presentation of the Services in order that all available and potential resources are used effectively. The Contractor shall ensure that the Marketing Plan is used as a key tool in promoting usage of and access to the Facilities and increasing commercial and brand awareness of the Facilities. The Contractor shall ensure that the materials and channels produced for marketing should reflect the Authority's objective to raise the profile of the Facilities and increase levels of usage with the overarching aim to contribute to the Authority's Outcomes.

1.17.19 The Contractor shall ensure that the Facilities are promoted as Ryedale Facilities. The Contractor shall ensure that the Authority is recognised in all marketing material and signage produced by the Contractor specifying the Facilities and should include '*Contractor name*' and the Ryedale District Council logo.

1.17.20 The Contractor shall ensure that the Marketing Plan is prepared in consultation with, and approved by the Authority.

Performance Standards

- 1.17.21 The Contractor shall prepare a detailed Marketing Plan (which will take the form of a Method Statement) as set out below.
- 1.17.22 The Contractor shall develop a Marketing Plan for the Facilities and its services to ensure that Users and potential Users are made aware through a wide range of promotional channels of the range of leisure services being offered and are encouraged to use and re-use the services. This plan shall promote community services alongside 'commercial' activities alongside centre memberships.
- 1.17.23 The Contractor shall ensure that the Marketing Plan includes details of the Contractor's operational proposals for any catering and bar services including the promotion of the service.
- 1.17.24 The Contractor shall ensure that the Marketing Plan covers the following areas:
- Sporting activities to be promoted and potential Users to be targeted (programming; courses; training camps, NGBs, local community, clubs (professional and local), etc.)
 - Partnership strategy for sporting events and activities (working with Sport England/ NGBs/ clubs (professional and local)/ local authorities, Community Sports Partnerships etc.)
 - A communications strategy
 - Sporting event promotions strategy (covering media/ Users/ events/ ticketing/ partnerships etc. at local and regional level)
 - Non-sporting events/ activities to be promoted and potential Users to be targeted (programming; courses; conferencing, catering services including restaurant, café and bar facilities etc.)
 - The promotional strategy for the Facilities as a destination and brand
 - Delivery of Participation Targets in accordance with the Authority's Outcomes and aims/ objectives within the Physical Activity Development Plan
 - How the Contractor shall work with the Authority to minimise subsidies through innovative revenue generation.
 - Offers a complete 'situation analysis' which shall include the following criteria:
 - user (current and potential)
 - market potential
 - market share
 - competitive activity
 - product analysis
 - pricing policy
 - promotion analysis.
 - Sets out measurable objectives giving recognition to the Authority's aims, policies, procedures and the Authority's Outcomes
 - Sets out a strategy which the Contractor will follow to meet the objectives set out in the Marketing Plan
 - Sets out the actions that the Contractor will adopt to achieve that strategy, including information on how specific target groups, that are under-represented among Users, will be reached
 - Details the actions that the Contractor will take as a result over the course of the year

- Describes the evaluation methods the Contractor will use to determine whether the Marketing Plan's objectives are being met and to review the strategy, tactics and actions being followed.
- 1.17.25 The Contractor shall ensure that the Marketing Plan is submitted to the Authority for its approval within three months of the Commencement Date and, annually thereafter, by 31st December prior to implementation the following Contract Year to demonstrate how the targets will be achieved. The Contractor may choose to follow the procedure for collecting User information within the National Benchmarking Service administered by Sport England using independent consultants to gather the data.
 - 1.17.26 The Contractor shall ensure that the design principles used in the production of marketing materials and signage are approved by the Authority prior to use.
 - 1.17.27 The Contractor shall ensure that the Authority's name and logo appears on external signage, signage in reception areas and all promotional mediums including web-sites and published material including stationery relating to the Facilities.
 - 1.17.28 The Contractor shall ensure that all marketing material is branded in accordance with the Authority's official branding guidelines contained in its Corporate Identity Manual. The Contractor shall ensure that consideration is given to uniformity of branding, for example, colour schemes, designs and styling across the Facilities.
 - 1.17.29 The Contractor shall ensure that the names and photographs of the Contractor's Representative, Facility Managers and other senior staff must be prominently displayed at all times, adjacent to the principal entrance to each Facility in full view for all Users.
 - 1.17.30 Should the Contractor wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing by the Authority in accordance with clause 77 (Advertisements) of this Agreement, and in particular before the third party's name can be displayed in the Facilities.
 - 1.17.31 The Contractor shall ensure that at all times the Facilities are open to Users there is always printed information available on the opening hours of the facilities, services, activities and prices (in the form of a centre directory as a minimum). The Contractor shall ensure that such information on display and in publication or advertisement is up to date, accurate and attractively presented.
 - 1.17.32 The Contractor shall ensure that this information is also made available to local tourist information points, the Authority, other sports facilities throughout the district, all public libraries and, where appropriate, to local clubs and organisations. The Contractor shall co-operate in the distribution of various Authority-sponsored promotional material, agreed with the Authority's Representative.
 - 1.17.33 The Contractor shall ensure that no publicity material or notices are produced or displayed in hand written form.
 - 1.17.34 The Contractor shall ensure that all standards laid down by the Advertising Standards Council and Trading Standards Board are adhered to at all times and that publicity conforms to all relevant Legislation, including the Equality Act 2010.
 - 1.17.35 The Contractor may, with the Authority's prior written approval in accordance with clause 77 (Advertisements) of this Agreement, sell a limited amount of advertising space within the Facilities on an income share basis. The Contractor shall not negotiate any agreement with any third party beyond the Expiry Date of the Agreement.
 - 1.17.36 The Authority reserves the right to make use of appropriate space within the Facilities, free of charge, for promotional and publicity material as determined by the Authority.

- 1.17.37 The Contractor shall, from time to time, be expected to support sport and leisure activities being run by the Authority either through cross-promotion or as a presence at an event.
- 1.17.38 The Contractor shall provide wall and floor mounted display space within the Facilities as determined by the Authority's Representative for promotion of wider leisure and sports activities, arts and tourism to aid the provision of information to the community.
- 1.17.39 The Contractor shall make provision for the display of promotional publications within the Facilities as determined by the Authority's Representative, which are either directly produced or supplied by the Authority.
- 1.17.40 The Contractor shall allow clubs to retain the use of notice boards currently allocated to the clubs and any other that may be agreed from time to time by the Authority's Representative. The Contractor shall ensure that club notice boards are clearly named and that no information shall be displayed outside of the notice board area.
- 1.17.41 The Contractor shall ensure that no publicity material whatsoever is affixed to walls, doors, glass or any brickwork, plastered, wallpapered or painted surface with clear adhesive tape or 'bluetac'.
- 1.17.42 The Contractor shall seek sponsorship for events and activities, but shall obtain permission in writing from the Authority's Representative in advance of any negotiations with the potential sponsors.
- 1.17.43 When organisations who are themselves sponsored, wish to hire the facilities from the Contractor, the Contractor will obtain permission in writing from the Authority's Representative before confirmation to the hiring organisation and their sponsors.
- 1.17.44 The Contractor shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or causes embarrassment to the Authority is used. The Authority retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the Contractor shall remove such material immediately. The Authority accepts no responsibility for any loss incurred as a consequence of the removal of such material.
- 1.17.45 Any potential sponsorship or initiatives the Contractor may wish to enter into must be authorised by the Authority in writing.
- 1.17.46 The Contractor shall ensure that all media work (including all filming) is approved in advance by the Authority's Representative in accordance with clause 76 (Public Relations and Publicity) of this Agreement. The Contractor shall ensure that all necessary permissions are gained from individuals involved or, where minors are concerned, from their parents or guardians (especially where filming or photography is involved).
- 1.17.47 The Contractor shall submit a forward plan of media opportunities to the Authority's Representative as part of the annual Marketing Plan and shall provide updates to this as part of the Quarterly Performance Monitoring Report.
- 1.17.48 The Contractor shall ensure that any event which may negatively impact on the reputation of the Authority is reported to the Authority within one hour of the event occurring. Any statements issued to the media must be agreed approved by the Authority in accordance with clause 76 (Public Relations and Publicity) of this Agreement.
- 1.17.49 The Contractor shall ensure that compliance with the Marketing Plan is assessed annually.

Reporting Requirements

- 1.17.50 The Contractor shall ensure that a Marketing Plan is submitted within three months following the Commencement Date and, annually thereafter, by 31st December prior to the commencement of each subsequent Contract Year.
- 1.17.51 The Contractor shall ensure that a report on progress against the Marketing Plan and any annual targets set out in the agreed Physical Activity Development Plan and any failure to deliver the Performance Standards set out above should be submitted as part of the Quarterly Performance Monitoring Report.

c. Major Incident Reporting

Required Outcome

- 1.17.52 The Contractor shall ensure the Authority is aware of all major incidents. A major incident includes major accidents or incidents such as fatalities, severe injury, assault on Users, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, industrial action, closure or any other issue likely to be of interest or concern to the Authority and Users. The Contractor shall ensure that if there is a major incident, the procedure set out below is followed.
- 1.17.53 The objectives of this procedure are to:
- Reassure the public
 - Ensure the Authority is fully briefed on the incident
 - Ensure that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
 - Minimise the likelihood of a repeat incident
 - Enable the Authority to respond competently to enquiries.

Performance Standards

- 1.17.54 The Contractor shall ensure that records of all major incidents accidents and actions taken are made available for inspection by the Authority.
- 1.17.55 The Contractor shall ensure that all major incidents at the Facilities are reported to the Authority's Representative by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email or fax within 24 hours of the incident.
- 1.17.56 The Contractor shall ensure that in the event of an incident relating to security, Reportable Incident as defined by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 2013) or death or any other Emergency occurring at the Facilities, the incident is reported to the Authority's Representative by telephone at the earliest opportunity (and within no more than one hour), followed by a full report by email or fax within 24 hours of the incident. Any Reportable Incident under RIDDOR or any successor shall be reported to the Health and Safety Executive without delay.
- 1.17.57 Specified injuries as defined by RIDDOR include:
- Fractures other than fingers, thumbs or toes
 - Amputation
 - Any injury likely to lead to permanent loss of sight or reduction in sight

- Any crush injury to the head or torso causing damage to the brain or internal organs
- Serious burns (including scalding) which cover more than 10% of the body and/or causes significant damage to the eyes, respiratory system or other vital organs
- Any scalping requiring hospital treatment
- Any loss of consciousness caused by head injury or asphyxia
- Any other injury arising from working in an enclosed space which leads to hypothermia or heat-induced illness and/or requires resuscitation or admittance to hospital for more than 24 hours.

1.17.58 Additional recording and reporting requirements are set out in Health and Safety Executive guidance and include:

- Over-seven-day incapacitation of a worker
- Over-three-day incapacitation (recordable)
- Non fatal accidents to non-workers (eg members of the public)
- Certain occupational diseases
- Dangerous occurrences
- Gas incidents.

Reporting Requirements

1.17.59 The Contractor shall maintain an up to date log of all major incidents and specified injuries as defined by RIDDOR and their response to them.

1.17.60 The Contractor shall ensure that within three days following any emergency, a full account of the actions taken and the implications for future training are provided by the Contractor to the Authority's Representative. In the event of the Authority or its insurers wishing to undertake an investigation, then the Contractor shall fully comply with any reasonable requests for information of staff attendance at such an inquiry.

1.17.61 The Contractor shall provide a summary of all accidents and incidents occurring at the Facilities as part of the quarterly Major Accidents and Incidents Report. The Contractor shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above should be included as part of the Quarterly Performance Monitoring Report.

d. Other Reporting

Required Outcome

1.17.62 The Contractor shall provide the reports as required by this Agreement and this Services Specification.

Performance Standards & Reporting Requirements

1.17.63 The Contractor shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery. The Contractor shall provide one overall Contractor's Representative to be its authorised representative for the facilities operated on behalf of the Authority. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services.

1.17.64 The Contractor's Representative shall attend quarterly meetings with the Authority's Representative in order to discuss the reports and plans outlined below.

1.17.65 The plans / programmes listed below are to be submitted by the Contractor to the Authority by the specified date.

| Plan Title | Frequency | Submission Date | Ref |
|--|----------------------|---|--------------------|
| Schedule of Programmed Maintenance | Annual | Two months prior to the Commencement Date and two months prior to each subsequent Contract Year | 1.14.63 |
| [5 Year Maintenance Plan] | Annual | [Two months prior to the Commencement Date and two months prior to each subsequent Contract Year] | |
| Marketing Plan | Annual | Within three months following the Commencement Date and by 31 st December of each subsequent Contract Year | 1.17.21 |
| Physical Activity Development Plan | Annual | Within three months of the Commencement Date and by 31 st December of each subsequent Contract Year | 1.17.3 |
| Pricing Schedule | Annual | As agreed at the Commencement Date and by 31 st December of each subsequent Contract Year | 1.18.16 |
| Programmes of Use | Annual | One month prior to the Commencement Date and by 31 st December of each subsequent Contract Year | 1.20.12 1.20.12 |
| Proposals for changes to Minimum Opening Hours | Annual (if required) | By 31 st December of each Contract Year | 1.19.11 |
| Exercise on Referral (EOR) and Cardiac Rehabilitation Plan | Annual | Within three months of the Commencement Date and by 31 st December of each subsequent Contract Year | 1.20.19 |
| Cleaning Schedule | Annual | One month prior to the Commencement Date and by 31 st December of each subsequent Contract Year | 1.9.16 |
| Environmental and Energy Management Plan | Annual | Within six months of the Commencement Date and by 31 st December for each subsequent Contract Year | 1.10.3 |
| Grounds Maintenance Schedule | Annual | One month prior to the Commencement Date and by 31 st December of each subsequent Contract Year | 1.15.31 |
| Staff Training Plan | Annual | One month prior to the Commencement Date and by 31 st December of each subsequent Contract Year | 1.32.27 |
| Facility Health and Safety Procedures and Manuals | | One month prior to the Commencement Date | 1.21.1 |
| Emergency Plan | Annual | One month prior to the Commencement Date and by 31 st December of each subsequent Contract Year | 1.19.9 |
| Authority's Outcomes Development Plans | Annual | Within one month of the start of the second Contract Year and annually thereafter | 1.5.13 |
| National Benchmarking Service Action Plan | Biennial | Within one month of the receipt of the National Benchmarking Service report | 1.7.6 |
| Quest Action Plan | Biennial | Within one month of the receipt of the Quest report | 1.6.6 |

1.17.66 Without prejudice to any other reporting requirements specified within this Agreement, the reports listed below are to be submitted by the Contractor to the Authority by the specified date.

| Report Title | Frequency | Submission Date | Ref |
|---|--|---|---------|
| Quarterly Performance Monitoring Report | Quarterly | Within ten (10) Business Days of the end of each period of three Contract Quarter | 1.17.67 |
| Annual Service Report | Annual | Within one month of the start of the second Contract Year and annually thereafter | 1.17.69 |
| Authority's Outcomes Report & Scorecard | Annual | Within one month of the start of the second Contract Year and annually thereafter | 1.5.13 |
| Lightning Conductor Report and other reports | As required to meet the standards set out in this Services Specification | Promptly following receipt | 1.14.9 |
| Fire Risk Assessment | Annual | | 1.21.7 |
| Legionella Report | Quarterly | | 1.25.9 |
| Electrical Certificates | Annual | | 1.14.9 |
| Property Database | Annual | One month before the Commencement Date and three months prior to the beginning of each subsequent Contract Year | 1.4.1 |
| Equipment Inventory | Annual | Within one month following the Commencement Date and within one month following each subsequent Contract Year | 1.22.17 |
| Licenses and Legislation Compliance Report | Annual | Within one month following the start of each Contract Year | 1.24.11 |
| National Benchmarking Service Report | Biennial | Within five (5) Business Days of receipt | 1.7.5 |
| Quality Management Accreditation / Quest Report | Biennial | Within five (5) Business Days of receipt | 1.6.6 |
| IFI Mark Assessment | As required to meet the standards set out in this Services Specification | Within five (5) Business Days of receiving notification | 1.8.4 |

1.17.67 The Quarterly Performance Monitoring Report that the Contractor is required to submit shall contain details of any failures to maintain the Performance Standards as set out in this Services Specification and must include the following contents as a minimum:

- Customer Complaints and Feedback Summary
- Major Accidents and Incidents Report
- Cleaning Summary

- Membership and Utilisation Data
- Operational Expenditure and Income
- Maintenance Programme Update
- Help Desk Performance Summary and level of Performance Deductions
- Sports & Activity Development Plan Progress Update
- Grounds Maintenance Update
- Event Management Progress Update
- Outcomes Progress Update (including Scorecard)
- Marketing Plan Progress Report – to include participation rate performance
- Environmental and Energy Management Plan Progress Report

- 1.17.68 The Performance Monitoring Report shall be concise and provide a maximum one page summary on each of the areas identified above. A Key Performance Indicator assessment completed in accordance with Schedule 6 (Payment and Performance Monitoring System) shall be included as an appendix to the Performance Monitoring Report on a quarterly basis. The report should provide a 15-20 page summary of the Services overall for review by the Authority.
- 1.17.69 The Annual Service Report shall, as a minimum, provide a summary of the results and recommendations set out in all the reports outlined in the table above and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year.

Part 1D – Facility Performance Requirements

The following issues are covered under Facility Performance Requirements:

- Pricing Requirements
- Opening Hours
- Activity Programming
 - Programmes of Use
 - Booking Systems
- Health and Safety Management
- Equipment
- Access
- Legislation and Policy
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating (Thermal Comfort)
- Lighting
- Pool Water Quality (Swimming Pool Installations)
- CCTV and Security
- Staffing.

1.18 Pricing Requirements

Required Outcome

- 1.18.1 The Contractor shall propose a Pricing Policy for all activities and Users as part of its Tender and this shall be used as the basis of a Pricing Structure to be agreed by the Authority on Award of Contract. This Pricing Policy shall include details of any transitional arrangements which may be required to enable a change from existing pricing to that proposed in such a way as to maintain current usage levels and encourage further participation in physical activity by the Authority's residents and visitors.
- 1.18.2 For future years, the Authority's approval will only be required for increases over the rate of inflation (CPI) for the Contract Period. Any changes shall take place to coincide with the annual pricing review or otherwise by written agreement between the parties.
- 1.18.3 The Contractor's Pricing Policy shall promote the principles of equality of access and sustainability while meeting the agreed Participation Targets Annual Performance Standard. Usage and attendance by all sections of the wider and local community shall be encouraged through the Contractor's Pricing Policy to support delivery of the Authority's Outcomes and meet the objectives of the Physical Activity Development Plan.

Performance Standards

- 1.18.4 The Contractor must not charge more than the prices (as CPI indexed) as agreed by the Authority without the written consent of the Authority or as agreed through the Change Protocol.
- 1.18.5 The Contractor is free to set the Contractor's Pricing Policy which will include prices for the use of facilities, subject to the provisos in this Specification.

- 1.18.6 Charges for facilities, activities and services such as corporate use, vending, etc will be at the Contractor's discretion provided they do not in any way inhibit the achievement of the Authority's Outcomes or any other requirements of this Agreement.
- 1.18.7 The Contractor shall continue to offer an annual centre membership card.
- 1.18.8 The Contractor shall maintain consistent pricing for residents/non-residents and over all the Facilities where provision is generally compatible. Should the Contractor make significant enhancements to any of the Facilities, any such scheme shall submitted to the Authority for it to review and, if appropriate, agree any differential or alternative pricing which may be proposed as part of the project.
- 1.18.9 The Contractor shall maintain current prices (subject to CPI indexation) for specific groups as set out in Appendix 3 (Authority Pricing Requirements).
- 1.18.10 The Contractor shall continue to offer pricing promotions to encourage increased use at all periods of the day.
- 1.18.11 The Contractor shall apply rates of discount to concession users as currently offered:
- under 16s
 - over 60s
 - those in receipt of income-related benefits.
- 1.18.12 The Contractor shall continue to offer pricing promotions to encourage increased use at all periods of the day reflecting work and cultural patterns in the community and demand on Facilities.
- 1.18.13 The Contractor must provide evidence and sound business reasons to support pricing proposals including market research and benchmark comparisons both locally and nationally.
- 1.18.14 No charges shall be collected by the Contractor in respect of services extending beyond the Contract Period other than those authorised by the Authority Representative during the last year of the Contract Period.
- 1.18.15 The Contractor must ensure that all current fees and charges are displayed prominently in the reception area of the Facilities and as appropriate within the Facilities. The Contractor shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

Reporting Requirements

- 1.18.16 The Contractor must provide proposals for prices of activities annually to the Authority no later than 31st December, prior to implementation the following Contract Year (the "**Pricing Schedule**").
- 1.18.17 The Contractor must submit details of any failure to achieve the required Performance Standards as set out above, as part of the Performance Monitoring Report.

1.19 Opening Hours

Required Outcome

- 1.19.1 The Facilities shall be accessible by the full community during the "Minimum Opening Hours". The Minimum Opening Hours are defined in Appendix 1 of this Schedule.

Performance Standards

- 1.19.2 The Facilities must be available for public use during the Minimum Opening Hours.
- 1.19.3 The Authority, in advance of any changes being implemented, must agree in writing any variations to the Minimum Opening Hours.
- 1.19.4 The Contractor shall advertise all opening times on the relevant Facility website and shall provide printed information on opening times and timetables for the Facility activity programmes.
- 1.19.5 The Contractor shall operate the vending services during the Minimum Opening Hours.
- 1.19.6 Where appropriate, the Contractor shall agree with the Authority closures of the Facilities, or any element therein, for the purposes of maintenance, in accordance Clause 23 (Condition of the Facilities) and with the agreed Schedule of Programmed Maintenance.
- 1.19.7 In event of closure of the Facilities, or part thereof, owing to unforeseen or emergency conditions, the Contractor shall inform the Authority immediately (by telephone and followed up in writing as soon as possible and within a maximum timescale of one hour of the closure). The Contractor shall ensure the Users are kept informed of the situation in accordance with the agreed Emergency Plan (see below).
- 1.19.8 The Authority may require any of the Facilities to be closed for the purposes of emergency planning responses.
- 1.19.9 The Contractor shall provide an Emergency Plan to the Authority for approval one month prior to the Commencement Date. In an Emergency, the Contractor shall implement the agreed Emergency Plan and inform the Authority of any Emergency as soon as practicable. Any updates should be incorporated into the Emergency Plan and re-provided to the Authority on an annual basis by the 31st December of each subsequent Contract Year.
- 1.19.10 The Minimum Opening Hours shall be reviewed by the parties on an annual basis as set out below. Any decision to amend these times will be based on throughput trends for each Facility or bespoke usage patterns.

Reporting Requirements

- 1.19.11 The Contractor may submit proposals for any changes to the Minimum Opening Hours for the Facilities annually to the Authority no later than 31st December each year for approval by the Authority prior to implementation the following Contract Year.
- 1.19.12 The Contractor shall record via the electronic Help Desk all periods when conditions make the Facilities and/or part thereof unsuitable for use. Remote read-only access to the electronic Help Desk shall be provided for the Authority.
- 1.19.13 The Contractor shall maintain a log of hours that the relevant Facility is not open on a daily basis and submit details of any performance failures, closures or service limitations during the Minimum Opening Hours, setting out the details of the closure, the reasons for such closure and any remedial action taken by the Contractor as part of the Performance Monitoring Report.
- 1.19.14 Any closure should be reported to the Authority immediately and as a maximum within an hour of its occurrence.

1.20 Activity Programming

a. Programmes of Use

Required Outcome

- 1.20.1 The Authority requires specified activities to be conducted during agreed time parameters to ensure that certain members of the community are able to participate in the Facilities.
- 1.20.2 There should be as high a proportion of casual use of the Facilities as possible consistent with a balanced programme of use by the public, clubs, schools, and instructed development courses, in particular, a comprehensive swimming programme should be followed to meet the demand for Learn to Swim.
- 1.20.3 The Contractor shall develop, a clear pathway of signposting for young people from Learn to Swim programmes (National Teaching Plan levels 1-7) into swimming club sessions.
- 1.20.4 The Contractor shall implement a priority booking system for dry side activities to promote the value of centre memberships.
- 1.20.5 The Contractor shall encourage greater use by groups who have been traditionally under-represented, such as young people, people who are economically disadvantaged, people with disabilities, older people and the rural community.
- 1.20.6 The Contractor shall provide a balanced Programme of Use to accommodate community, club and elite activity and to contribute towards the Authority's Outcomes.
- 1.20.7 The Contractor shall provide the activities and sessions to meet the needs of specific Users in accordance with the agreed activity programme. The Programmes of Use should be dynamic, innovative and responsive to the requirements of Users, including frequent or seasonal variations and target non Users as appropriate. The programmes should consider the various types of User and use to ensure that they are balanced.
- 1.20.8 The Contractor shall ensure that for each holiday activity programme provided there will be places available for young people with special needs.

Performance Standards

- 1.20.9 The Contractor shall provide the activities and sessions to meet the needs of specific Users in accordance with the agreed Programmes of Use and the Physical Activity Development Plan.
- 1.20.10 The overall hours of use by the clubs set out in Appendix 2 of this Schedule (Authority Weekly Programming Requirements) may only be changed with the Authority's consent in writing or pursuant to the Change Protocol. For the avoidance of doubt, changes to the day of the week or time may be considered in discussion with the clubs as part of an overall review of the swimming programme.
- 1.20.11 The Contractor shall provide specific activities and sessions to meet the needs of specific Users in accordance with the agreed Programme of Use (see below for details as to the approval process and content of such activity programmes) and shall ensure that the programmes reflect any agreed annual Participation Targets.
- 1.20.12 The Contractor shall submit the initial proposed Programme of Use to the Authority for the Authority's approval one month prior to the Commencement Date.

- 1.20.13 The Contractor shall submit subsequent proposed Programme of Use to the Authority by 31st December of each year for the Authority's approval for implementation during the next Contract Year.
- 1.20.14 The Contractor shall protect and enhance the overall current level of casual swimming at the Commencement Date and any changes to the pool programme must be approved in advance by the Authority. Specifically, the Contractor shall aim to provide an opportunity for casual swimming at one of the Facilities throughout the Opening Hours. The Contractor shall update the pool programme each year by utilising User feedback and surveys and submit it to the Authority by 31st December for implementation during the following Contract Year.
- 1.20.15 The Contractor shall avoid club or session bookings on the same day and time across all Facilities so that the public shall be able to gain casual access to at least one Facility e.g. swimming pool at any given day or time.
- 1.20.16 The Contractor shall ensure that the Programmes of Use recognise the value of sports development within a balanced Facility programme, include appropriate provision of coached sessions/links between centres and clubs, link to the Facilities and to the Authority's sports development plan and achieve greater usage by under-represented groups and should be developed in partnership with North Yorkshire Sport.
- 1.20.17 The Programmes of Use should take into account the following:
- The need to offer a wide-ranging and diverse programme of activities targeted at encouraging greater levels of community participation across all relevant local social and cultural groups with a particular focus on increasing participation from members of the community with specific health needs and using group activity to improve retention
 - Provision of a wide range of recreational opportunity to all residents within the agreed catchment area, including a balanced programme of courses including pre-pay community education type courses, classes, pay-as-you play sessions, club block bookings, casual usage, entertainment and special events
 - A management philosophy that encourages participation by or engagement with all sections of the community
 - The need to work with the Authority and the NHS to increase the current level of exercise referrals/cardiac rehabilitation referrals and provide appropriate and innovative group based and 'buddy' classes specifically targeted at this group including exit routes.
 - A regular and planned review of the programme of activities, taking into account User and non-User research, and changing Authority priorities
 - Responsiveness to recreational trends to provide a dynamic and forward looking service
 - Setting and reviewing programme objectives on at least an annual basis
 - Having a promotional strategy in place that keeps Users informed of the programme and any planned changes
 - Making optimum use of all available resources and facilities
 - Monitoring usage levels
 - Contributing towards the Authority's Outcomes.
- 1.20.18 The Contractor shall implement and deliver the 'Exercise on Referral Scheme' and cardiac rehabilitation scheme and any other future schemes which promote the use of the Facilities to promote and deliver a healthy lifestyle.

- 1.20.19 The Contractor shall provide an annual Exercise on Referral (EOR) and cardiac rehabilitation plan to the Authority for the Authority's approval within three months of the Commencement Date and by the 31st December each Contract Year thereafter.
- 1.20.20 The Contractor shall ensure that the Programmes of Use across the Facilities complement each other and provide an appropriate balance of activities throughout the district.
- 1.20.21 The Contractor shall review the effectiveness of the Programmes of Use on a regular basis, but in any event as a minimum every 12 months using market information and through consultation with relevant Users.
- 1.20.22 The Contractor and the Authority shall work together to ensure that the Programmes of Use reflects the changing needs of the Users. The programmes should evolve with changing needs and aspirations of Users and the Contractor must therefore work to identify new opportunities and discuss these with the Authority.
- 1.20.23 The Contractor shall ensure that future Programmes of Use will continue to support the established arrangements with identified clubs and enable the schemes to be expanded to meet demand. These programmes will be identified in the annual Physical Activity Development Plan.
- 1.20.24 The Contractor shall submit proposed Programmes of Use shall to the Authority by 31st December each year for the Authority's approval and for the Contractor to implement in the following Contract Year. An approved Programme of Use may only be changed with the written agreement of the Authority.
- 1.20.25 The Contractor shall market proposed holiday activity programme schemes to Users during the previous holiday programme. The programme shall be timetabled to ensure it joins up with the Authority's whole holiday programme publications. Consequently the Contractor shall submit to the Authority for its approval the proposed scheme one month in advance of marketing. The Contractor shall ensure that each holiday programme will have places available for disabled young people, in accordance with the Equality Act 2010 requirements, and looked-after children.

Special Events

- 1.20.26 The Contractor shall honour any special events already confirmed prior to the Commencement Date and those that have been staged at the Facilities on a regular basis over a period of years, in accordance with the programming requirements set out in Appendix 2 of this Schedule.
- 1.20.27 The Contractor shall take special event bookings for the use of Facilities and Services for up to twelve months beyond the Termination or Expiry Date (whichever is earlier) but any fees collected for such bookings must be remitted to the Authority upon the Termination or Expiry Date (whichever is earlier).

Non – Sporting Events

- 1.20.28 There shall be no more than six (6) non-sporting events held at each Facility per year. Any additional non-sporting events may only be held with the Authority's written agreement.
- 1.20.29 Zones within the Facilities may be used by the Contractor to provide a varied and balanced programme of non-sporting events providing that the proposed activity is not of a sensitive nature, is not an activity, which might damage the Facility, its fixtures or equipment or detract from the image of the Authority. The Authority reserves the right to cancel any such proposed event and will accept no responsibility for any loss incurred as a consequence of such a cancellation.

- 1.20.30 In all cases, the Contractor shall seek the Authority's prior written approval for each type of non-sporting event booking taken for the Facilities.
- 1.20.31 As at the Commencement Date there are a number of pre-booked events, functions and other hire arrangements. The Contractor shall honour the dates and details of these bookings, including the terms and conditions prevailing at the time of booking.

Reporting Requirements

- 1.20.32 The Contractor shall submit Programmes of Use to the Authority one month prior to the Commencement Date and, annually thereafter, by 31st December for the Authority's approval and the Contractor's implementation the following Contract Year.
- 1.20.33 A "Programme of Use Progress Update" must be provided to the Authority on a quarterly basis as part of the Performance Monitoring Report.
- 1.20.34 The Contractor shall maintain a written log of when non-conformance of the requirements of Appendix 2 occurs.
- 1.20.35 The Contractor shall submit details of any failure to honour any events, functions and hire arrangements that are pre-booked at the commencement of this Agreement as part of the Quarterly Performance Monitoring Report.
- 1.20.36 The Contractor shall maintain a record concerning actual use of all of the Facilities and activities and shall submit details of the outcome of programming reviews, activity usage, and of any failure to provide any of the specified Performance Standards, activities or sessions as part of the Performance Monitoring Report.

b. Booking Systems

Required Outcome

- 1.20.37 The Authority requires that bookings can be made in person, by phone, in writing and online in accordance with e-government for both members and non-members. A fast track service should also be available.

Performance Standards

- 1.20.38 The Contractor shall operate a booking service for all pitches, courts and other sports facilities both on a pre-booked and pay on-the-day basis and shall be entitled to retain income from all sports bookings and concessions.
- 1.20.39 The Contractor shall ensure that there is a clear and easily understood booking system and service for all relevant activities at the Facilities. This booking system will incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, User information, effective administration systems, and operational information systems to record and effectively deliver all bookings.
- 1.20.40 The Contractor shall ensure that an online booking system shall be provided for all appropriate activities.

Reporting Requirements

- 1.20.41 The Contractor shall submit details of any failure to implement the required booking system as part of the Performance Monitoring Report.

1.20.42 The Contractor shall comply with and shall provide details of its compliance with PCI DSS standards for credit and debit card payment handling.

1.21 Health and Safety Management

Required Outcome

1.21.1 The Contractor shall comply with all health and safety Legislation and shall produce, maintain and comply with a "Health and Safety Procedures Manual", tailored as required for each of the Facilities. This shall be available for inspection by the Authority's Representative or other authorised persons at any time.

Performance Standards

1.21.2 The Contractor shall comply with all health and safety Legislation and, without prejudice to the generality of the foregoing, shall operate the Facilities in line with the recommendations in the most recent edition of "Managing Health and Safety in Swimming Pools" (HSG 179).

1.21.3 The Contractor shall comply with the guidance on child admissions to swimming pools within the CIMSPA's swimming pool child admission policy for unprogrammed swimming.

1.21.4 The Contractor shall not exceed the maximum occupancy numbers recommended by Sport England for any activity area.

1.21.5 The Contractor shall carry out annual risk assessments for the Facilities, which will be included in the Health and Safety Procedures Manual.

1.21.6 The Contractor shall carry out risk assessments and revise them:

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

1.21.7 The Contractor shall complete annual fire risk assessments. The Contractor shall review and update them whenever necessary. The Contractor shall ensure that copies are available to all staff and for inspection by the Authority at all times.

1.21.8 The Contractor shall provide safe working procedures for all activities, equipment, cleaning and rigging undertaken by staff.

1.21.9 The Contractor shall ensure that all staff, agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning health and safety at work and fire risk and precautions. This includes the relevant sections of a COSHH assessment and the regular recording and "signing-in" of sub-contractors (permit to work system).

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

1.21.11 The Contractor shall physically check the First Aid equipment and supplies weekly and shall ensure that a record of such checks is available for inspection by the Authority. The Contractor shall provide and maintain defibrillators to the same standard of rigour. The

Contractor shall ensure that the Facilities have a minimum of one trained First Aider on each Site at any time.

- 1.21.12 The Contractor shall identify a member of staff at each of the Facilities as the "Health and Safety Competent Person" and shall ensure that they receive full first aid training as appropriate for the responsibility. This training shall include holding a valid certificate of competence in First Aid at Work (FAW) or Emergency First Aid at Work (EFAW), obtained from a training organisation approved by the Health and Safety Executive.
- 1.21.13 The Contractor shall display the names of the appointed first aiders in a prominent position on the wall in the reception area at each Facility.
- 1.21.14 The Contractor shall maintain a record of all training undertaken by staff with respect to health and safety training.
- 1.21.15 The Contractor shall include health and safety training in the new staff induction programme.
- 1.21.16 The Contractor shall ensure that all signs relating to exits and fire exits are to the standards required by health and safety Legislation and the requirements of Fire and Licensing Officers in respect both of general operation and special and entertainment events. For the avoidance of doubt, the Contractor shall be the 'responsible person' as defined by the Regulatory Reform (Fire Safety) Order 2005.
- 1.21.17 The Contractor shall repair any damaged health and safety notices within 24 hours and shall take action in the interim period to ensure staff are fully aware and take the necessary action to prevent any type of incident.
- 1.21.18 The Contractor shall ensure that all exits are cleared of rubbish and debris and checked weekly for ease of exit.
- 1.21.19 The Contractor shall minimise any possible infectious diseases with respect to:
 - Air conditioning and ventilation systems
 - Swimming pool water
 - Showers, toilets and hot water systems
 - Pest control.
- 1.21.20 The Contractor shall ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. The Contractor shall keep full records of all relevant training.
- 1.21.21 The Contractor shall produce of a written statement of General Policies in accordance with the provisions of the Health and Safety at Work Act 1974.
- 1.21.22 The Contractor shall ensure that all employees receive a personal copy of this document and understand its contents within seven days of their start of employment and that all employees have access to all other relevant documents concerned with the Health and Safety at Work Act. To this end, the Contractor shall issue all employees with a written list of all relevant documents together with a note of where these documents are kept within seven days of their start of employment.
- 1.21.23 Prior to use for employees, the Contractor shall submit for approval the above document to the Authority's Representative who will have access to all areas of the Facilities at all times for the purpose of inspection and may prohibit unsafe practices, impose penalties as appropriate or if necessary cause the closure of the Facilities or parts thereof.

- 1.21.24 The Contractor shall provide sufficient numbers of qualified employees to be present at all operating times across all Facilities to ensure the safety of employees, Users and sub-contractors.
- 1.21.25 The Authority retains the absolute right to instruct the Contractor to close any facility within the Facilities, immediately, in the interest of public safety.
- 1.21.26 In addition, the Contractor shall supply to the Authority's Representative, a minimum of one month before the Commencement Date, a manual setting out all safety procedures within each building for approval prior to issue to all employees. A copy of this manual must be on permanent display in the relevant staff room and changing area.
- 1.21.27 The Contractor shall notify all defects to plant and equipment affecting the health and safety of employees, Users and the Contractor to the Authority's Representative within one Business Day of their occurrence, together with any action taken to repair, withdraw from use or replace the plant or equipment.
- 1.21.28 The Contractor shall permit access at all times during the Minimum Opening Hours to all areas of any facility within the Facilities by the Authority's Representative, any relevant corporate health and safety advisor, Licensing Officer, Environmental Health Officer, Fire Officer or officer of the Health and Safety Executive that has responsibility for matters concerned with health and safety for the purpose of inspecting plant and equipment.
- 1.21.29 The Contractor shall set out the levels, types and quantities of protective clothing and equipment to be provided for each building. The Contractor shall also detail the frequency with which all protective clothing and equipment shall be replaced. Records of issue to employees shall be kept by the Contractor and made available for inspection by the Authority when required.
- 1.21.30 The Contractor shall at all times ensure compliance with maximum occupation levels for each facility within the Facilities as stipulated in the Fire Risk Assessment.
- 1.21.31 The Contractor shall monitor safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity taking place.
- 1.21.32 The Contractor shall control public throughput of the Facilities to a level which does not jeopardise the safety of Users, reduce hygiene standards or compromise the provision of a quality service.
- 1.21.33 The Contractor shall limit the number of bathers in the Swimming Pool Hall during public swim sessions and/or privately booked parties to be in accordance with the guidance in HSE Guidelines, "Managing Health and Safety in Swimming Pools" (HSG 179).
- 1.21.34 The Contractor shall ensure that the numbers of bathers in the Swimming Pool Hall during club use, whether for recreation or competition, shall also comply with these guidelines.
- 1.21.35 The Contractor shall ensure that an induction session is carried out for all fitness gym Users. If the User is an experienced gym user and refuses to undertake an induction, the User must sign a disclaimer stating that they are an experienced gym user and do not require an induction. The Contractor shall keep records of induction sessions and make them available for inspection by the Authority when required.
- 1.21.36 The Contractor shall complete a new registration pack in accordance with OFSTED requirements for all Users of the crèche facilities. The Contractor shall carry out annual risk assessments for the crèche facilities, which will be included in the Health and Safety Procedures Manual.

- 1.21.37 The Contractor shall ensure that all catering services provided by the Contractor are in accordance with the Food Safety Act 1990 and the regulations and orders made thereunder and with particular regard to any existing Food Hygiene Orders.
- 1.21.38 The Contractor shall submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and shall inform the Authority's Representative in writing of any subsequent alterations necessary because of changes in Legislation, changes in the Facility or improvements to the procedures. The Contractor shall carry out practice evacuations at least every 6 months and maintain records of staff taking part and time taken for evacuation.
- 1.21.39 The Contractor shall ensure that in any case of snow and ice, such snow and ice will be cleared and the immediate entrance and public pathways leading to the Facilities sanded and/or gritted.
- 1.21.40 The Contractor shall ensure that hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services are kept under proper control and safekeeping and are properly and clearly labelled on their containers and comply with the relevant Control of Substances Hazardous to Health Regulations (COSHH).
- 1.21.41 The Contractor shall ensure that all cleaning materials and equipment are appropriate for their required function and are used in accordance with the manufacturer's instructions, British Standards, and relevant Health and Safety Legislation, particularly COSHH.
- 1.21.42 The Contractor shall maintain comprehensive records of:
- All accidents and incidents involving staff, members of the public and contractors
 - Evacuations and incidents occurring at the premises
 - Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
- 1.21.43 The Contractor shall ensure that any reportable incident under RIDDOR or any successor shall be reported to the Health and Safety Executive without delay. It shall be reported to the Authority within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided within 24 hours.
- 1.21.44 The Contractor shall ensure that these records include details of any relevant actions taken/to be taken and shall be available to the Authority's Corporate Health and Safety Officer at any time.
- 1.21.45 The Contractor shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place. The Contractor shall ensure each Facility's fire and evacuation systems and equipment as part of the EAPs are maintained to relevant standards and regulations and appropriate records kept. Fire and evacuation procedures in place shall include 6 monthly safety drills and appropriate records kept.
- 1.21.46 The Contractor shall ensure compliance with the conditions of the Fire and Electrical Certificates.
- 1.21.47 The Contractor shall ensure that only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, ticket offices etc. Clearly visible signs shall be displayed to this effect.
- 1.21.48 The Contractor shall enforce the Legislation relating to smoking in public places.

1.21.49 The following hygiene and safety standards and rules must be maintained and enforced within the Facilities by the Contractor as follows:

- No person is allowed to enter the pool area who:
 - does not have acceptable swim wear
 - is under the influence of alcohol or drugs
 - is considered to be a risk to themselves or others
- No outdoor footwear is allowed on the swimming pool surrounds by any person including any disabled swimmers or helpers gaining access. Shoe covers must be worn. No inappropriate footwear likely to cause damage to sports surfaces indoor and outdoor is allowed
- No animals or pets are allowed within the Facilities with the exception of special events, i.e. cat or dog shows. Assistance dogs are restricted to reception and social areas only
- No use of sunbed or similar sun lamps is permitted within the Facilities
- No persons are permitted to skateboard, roller skate, or alike or to partake in activity sports such as BMX cycling or motorised vehicle sports within the car parks
- The Contractor shall ensure that no article of any kind is stored in the voids beneath any of the pools.

Reporting Requirements

1.21.50 The Contractor shall report details of any accidents, incidents and evacuations reportable under the RIDDOR regulations to the Authority and any other required organisation (i.e. the Health and safety Executive (HSE)) within the time restraints prescribed by the regulations. The Contractor shall ensure that records of accidents and actions taken are to be made available for inspection by the Authority.

1.21.51 The Contractor shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant Facility site. A copy of this record shall be supplied by the Contractor to the Authority within 48 hours of receipt.

1.21.52 The Contractor shall provide a summary of all accidents and incidents occurring at the Facilities as part of the Major Accidents and Incident report.

1.21.53 The Contractor shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Performance Monitoring Report.

1.22 Equipment

Required Outcome

1.22.1 Equipment must be available, safe and be capable of being used for the relevant activity that it is designed for, taking into account the standard of sport or activity being undertaken.

Performance Standards

1.22.2 The Contractor shall provide the level of equipment and materials required for the carrying out of the Services in accordance with Appendix 5 of this Schedule and the Contractor is responsible for that equipment and materials in the delivery of Services. The Contractor shall make provision for the hire of sports equipment.

- 1.22.3 The Contractor shall ensure that all equipment provided as set out in Appendix 5 (split out by Zone) is fit for the purpose, safe and is maintained to a safe standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations and is able to meet the programming requirements of the Facilities.
- 1.22.4 The Contractor confirms that the equipment listed in the Equipment Inventory set out in Appendix 5 is sufficient to enable the Contract to deliver the Services set out in this Services Specification.
- 1.22.5 The Contractor shall ensure that the Equipment Inventory is updated on a regular basis to reflect any replaced equipment and to identify any new or written off equipment. The Contractor shall provide a revised Equipment Inventory to the Authority within one month following the Commencement Date and on an annual basis within one month following each subsequent Contract Year.
- 1.22.6 The Contractor shall ensure that all equipment and materials (including all sports equipment and materials) shall comply with relevant international and industry standards, National Governing Body requirements and British and European Standards and shall be limited to the use it was designed for, as specified within the manufacturer's or supplier's guidelines and /or operating manuals.
- 1.22.7 The Contractor shall use all reasonable endeavours to ensure that all equipment is replaced on a like for like basis having due regard to relevant advances in equipment manufacture, trends in activity programming and in compliance with relevant industry standards, European standards, British standards and international and NGB standards.
- 1.22.8 The Contractor shall ensure that any item of equipment that, at any time, is found to be defective or has failed and so poses a hazard is immediately withdrawn from service. The Contractor shall make it secure and ensure it cannot inadvertently be used.
- 1.22.9 The Contractor shall ensure that any appropriate new fitness equipment which may be provided at any Facility shall meet the 'Registered' IFI assessment criteria as a minimum standard.
- 1.22.10 Where relevant, the Contractor shall obtain a manufacturer's certificate on an annual basis in respect of any fall arrest systems at the Facilities.
- 1.22.11 The Contractor shall test all portable electrical appliances at a suitable frequency to ensure compliance with the Electricity at Work Regulations and shall maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection by the Authority.
- 1.22.12 The Contractor shall ensure that all equipment to be used by the public is regularly inspected for safety and appropriate records kept. The Contractor shall ensure that all equipment receives an annual inspection and service from a recognised supplier. In addition to this independent assessment, the Contractor shall ensure that internal tests and inspections are carried out on a regular basis throughout each Contract Year.
- 1.22.13 The Contractor shall ensure that all areas of the Facilities have equipment provided in accordance with the following standards:
- Sufficient equipment for the activity programmed
 - Arrangements for hearing and sight impaired clients
 - 90% of the following to be available at any one time
 - Health & Fitness Suite
 - cardiovascular and resistance machines
 - high quality sound and vision system (100%)

- Offices/ Meeting Rooms - electrical power points and telephone points
- Poolside Viewing Areas - spectator seating (including disabled spectators)
- poolside bench seating
- Dry/ Wet /Staff /Outdoor Changing & Toilet Facilities - male/ female/ team/ disabled/ family and baby cubicles
- male/ female/ team/ disabled/ family and baby toilets
- shower cubicles./ open showers/ poolside showers
- secure clothes storage lockers
- sanitary/ hair-drying facilities
- Crèche/ Soft Play area - toilet facilities
- Catering & Vending facilities - vending product range
- Car Park, Access & Other External Areas - car/ disabled/ staff/ parents & baby parking spaces

1.22.14 The Contractor shall not introduce any additional coin-operated equipment (in addition to all items identified in Appendix 5), including gaming and amusement machines, to the Facilities without prior written approval of the Authority.

1.22.15 The Contractor shall ensure that all Facilities have defibrillators on site and that there are regular training updates in line with current BACR regulations.

1.22.16 As a minimum, the Contractor shall retain appropriate lockable storage facilities within each Facility to enable Clubs using the Facilities to store their own Equipment on site.

Reporting Requirements

1.22.17 The Contractor shall provide an updated form of the details included in Appendix 5 (the "Equipment Inventory") to the Authority within one month of the Commencement Date and, annually thereafter, within one month of the commencement of each Contract Year.

1.22.18 Appropriate records shall be maintained and updated at all times by the Contractor detailing all relevant inventories, losses or disposals, repairs and replacements through the course of this Agreement.

1.22.19 The Contractor shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Performance Monitoring Report.

1.23 Access

Required Outcome

1.23.1 The Facilities, and all Zones within, must be accessible by all Users.

Performance Standards

1.23.2 The Contractor shall ensure that the Facilities and all Zones within them, including the pitches, courts, buildings or any entrances, doorways, halls, lobbies, reception areas, unloading bays, corridors, lifts, staircases, access roads and car parks are open and free from any obstruction or physical destruction or deterioration (save for fair wear and tear) so that each Zone is capable of performing its function and allows access with appropriate control, entrance to and exit from each Zone. The Contractor shall ensure that the standards of each Zone are compliant with the individual access audit recommendations for each Facility.

- 1.23.3 The Facilities should be accessible by wheelchair users and sight impaired users.
- 1.23.4 The Contractor shall ensure that the Facilities, and all Zones and storage space within are accessible by all Users, to include the following:
- Secure pool stores
 - Secure multi-activity stores
 - Secure storage space for pushchairs
 - Storage lockers accessible from all changing cubicles
 - Secure storage for all sporting equipment.
- 1.23.5 In any potential redevelopment scheme to improve Health & Fitness provision, a separate reception point shall be provided in any enhanced Health & Fitness Suite.
- 1.23.6 The Contractor shall control car parking at all times and shall effectively manage car park flow, access and safety, especially when any special events take place, to ensure no adverse impact on local residents.
- 1.23.7 The Contractor shall ensure that all signage within the Facilities is clear and instructive and complies with health and safety guidelines (e.g. Managing Health and Safety in Swimming Pools) and the Equality Act 2010 (e.g. Braille) and any relevant planning restrictions.

Reporting Requirements

- 1.23.8 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.24 Legislation and Policy

Required Outcome

- 1.24.1 The Facilities must comply with all Legislation relating to the Sites and the provision of Services including, for example, the Equality Act 2010, environmental Legislation, licensing requirements, health and safety, control of Asbestos and legionella.

Performance Standards

- 1.24.2 The Contractor shall ensure that there are no breaches of Legislation, including without limitation, that in respect of health and safety, data protection, child protection and the Equality Act 2010. The Contractor shall also ensure that any relevant planning conditions attached to the Facilities are complied with.
- 1.24.3 The Contractor shall operate an "Equality Policy" covering all activities and events.
- 1.24.4 The Contractor shall ensure that all employees and supervisory staff have a working knowledge of the Legislation, Regulations and guidelines relating to best practice in managing sport and leisure facilities.
- 1.24.5 In particular, the Contractor shall ensure that:
- All agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning the health and safety regime and fire risk and precautions

- All surface water and other liquid spillage within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and signed appropriately
- The first aid equipment and supplies, including signage for first aid provision, is physically checked weekly and a record is made which is available for inspection by the Authority
- Hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services, are kept under proper control and safekeeping. The hazardous materials or equipment are properly and clearly labelled on their containers and comply with the relevant COSHH regulations
- It undertakes, at its own cost, its own risk assessments and associated training
- It keeps records of accidents and actions taken and these are to be made available for inspection by the Authority
- There is a full and comprehensive fire and evacuation procedure. The Contractor shall ensure each Facility's fire and evacuation systems, and associated equipment is maintained to relevant standards and regulations, and shall keep appropriate records
- Only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, offices etc.

1.24.6 The Contractor shall ensure that the health & fitness suites are managed in accordance with the CIMSPA document "Health and Fitness Operators' Guide".

1.24.7 The Contractor shall ensure that OFSTED registered crèche facilities are provided where appropriate. The Contractor shall ensure that the crèche is managed in accordance with standards required by the Child Protection Act and other relevant Social Services Department and/or OFSTED requirements.

1.24.8 The Contractor shall ensure that soft play areas are managed in accordance with standards required by the Child Protection Act and other relevant Legislation and Good Industry Practice.

1.24.9 The Contractor shall comply with all relevant Authority Policies as notified to the Contractor from time to time, in accordance with this Agreement

Reporting Requirements

1.24.10 The Contractor shall ensure that a copy of all the Legislation, Regulations and guidelines (or an appropriate abbreviation of Legislation containing all relevant clauses and sections) must be available for inspection at all time by the Authority's Representative.

1.24.11 The Contractor shall provide an annual "Licenses and Legislation Compliance Report" to the Authority within one month following the start of each Contract Year.

1.24.12 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.25 Water (Hot and Cold Installations)

Required Outcome

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

Performance Standards

- 1.25.2 The following standards shall be complied with by the Contractor:
- CIBSE Technical Memoranda TM 13: 1991 Minimising the risk of Legionnaires' Disease
 - The storage and distribution of water within the Facilities shall be in accordance with all building codes and BS guidance with particular reference to BS EN 806-1:2000, BS EN 806-2:2005 and BS EN 806-3:2006 'Specifications for installations inside buildings conveying water for human consumption', and BS 6700:2006 'Specification for design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages'
 - Maintenance shall be in accordance with the Health and Safety Commission Approved Code of Practice and Guidance L8: The control of legionella bacteria in water systems 2013.
- 1.25.3 The Contractor shall ensure water temperatures are maintained at required standards so as to prevent legionella and other water-borne contaminants.
- 1.25.4 The Contractor shall ensure the water system is maintained in accordance with the appropriate health and safety Legislation and standards.
- 1.25.5 The Contractor shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.
- 1.25.6 The Contractor shall ensure that where Domestic Hot Water (DHW) is supplied without thermostatic control, all taps are appropriately labelled.
- 1.25.7 The Contractor shall ensure that water closets, drinking fountains and urinals have a supply of cold water, which allows these services to be usable in accordance with the manufacturers' specification.
- 1.25.8 The Contractor shall ensure that free drinking water is available at all Facilities.
- 1.25.9 The Contractor shall undertake quarterly bacteriological testing of the hot and cold water systems. In accordance with the requirements of the Authority's insurers, copies of legionella test reports should be submitted to the Authority's Representative immediately on receipt.
- 1.25.10 The Contractor shall meet the following standards:

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| Water temperature (showers) | 35-43 degrees Celsius | Where no thermostatic mixers are installed, cold water to be supplied no warmer than 20 degrees C and hot water to be supplied no cooler than 50 degrees C at the tap outlets |
| Water temperature (hand washing) | 35-43 degrees Celsius | |
| Drinking water (dry & wet changing / catering & vending areas) | drinking water available | Either mains fed or via accessible water coolers |
| Drinking water (Health & Fitness suite) | chilled water available | Either mains fed or via accessible water coolers |

Reporting Requirements

- 1.25.11 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.26 Drainage

Required Outcome

- 1.26.1 The drainage systems shall provide safe effective removal of wastewater, surface water and liquid and solid waste (including kitchen grease discharge) from the Facilities in compliance with relevant Legislation. The drainage systems above ground shall be maintained in accordance with the appropriate health and safety Legislation and standards.

Performance Standards

- 1.26.2 The Contractor shall ensure that requirements in building regulations are complied with for foul and surface water drainage.
- 1.26.3 The Contractor shall ensure that all relevant Zones within the Facilities have an adequate drainage and sewage system operating.
- 1.26.4 The Contractor shall ensure that discharge temperatures do not exceed recommendations set by the Environment Agency.
- 1.26.5 The Contractor shall undertake regular testing and visual inspections of the drainage systems.

Reporting Requirements

- 1.26.6 The Contractor shall ensure that results of all non-compliant measurements are entered in the Property Database, logged on the Help Desk and reported to the Authority.
- 1.26.7 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report with actions identified for rectification.

1.27 Ventilation

Required Outcome

- 1.27.1 The Contractor shall ensure that the ventilation required within the Facilities provides a healthy and suitable environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out at that particular time and is provided in an energy efficient manner. The Contractor shall ensure that the ventilation system is maintained in accordance with appropriate health and safety Legislation and standards.

Performance Standards

- 1.27.2 All relevant Zones shall have adequate ventilation in accordance with the following standards:
- more than three Air changes per hour in all areas, apart from:
 - Pools & Pool Viewing Areas: 5-9 changes per hour
 - Staff, Dry, Outdoor and Wet Changing Areas: 10-12 changes per hour
 - Toilet Facilities: more than 6 changes per hour

- Sports Hall Multi-Use: 1.5-3 changes per hour
- Health Suite (Sauna Room): 1-2 changes per hour
- Multi Purpose Activity Room: more than 6 changes per hour
- Health & Fitness Suite: 10-12 changes per hour
- Air changes based on mechanical ventilation.
- Where no mechanical ventilation installed, fresh air ventilations should be provided.

1.27.3 Ventilation rates shall be calculated according to CIBSE and BRE guidance.

Reporting Requirements

1.27.4 The Contractor shall ensure that results of all non-compliant measurements are entered on to the Property Database and reported to the Authority.

1.27.5 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report with actions identified for rectification.

1.28 Heating (Thermal Comfort)

Required Outcome

1.28.1 To provide a thermal environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out in a Zone within the Facilities at a particular time in an energy efficient manner. To ensure the heating system is maintained in accordance with the appropriate health and safety Legislation and standards.

Performance Standards

1.28.2 The Contractor shall ensure compliance 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.

1.28.3 The Contractor shall measure and check to ensure that the inside temperature for each Zone within the Facilities during the Minimum Opening Hours shall meet the following standards:

- Temperature: higher than 16° Celsius in all areas
- If temperature controlled, 19-21°C in all areas, except for:
 - Pools & contiguous Pool Viewing Areas: 1°C above main pool water temp
 - Wet & Dry Changing: 20-25°C
 - Health Suite: 20-25°C
 - Health & Fitness Suite: 15-18°C
- Humidity 50-70%.

1.28.4 The Contractor shall measure the desired inside temperature at a height of 1 metre in the centre of the space. Instruments used for the measurement of temperature shall be checked annually against UKAS certified references of appropriate accuracy.

1.28.5 The Contractor shall ensure that measurement accuracy is better than 0.7°C for 95% of measurements over the temperature range of 15°C to 25°C, and better than 1.0°C for measurements outside that range.

Reporting Requirements

1.28.6 The Contractor shall ensure that results of all non-compliant measurements are entered onto the PPM Property Database and reported to the Authority.

1.28.7 The Contractor must submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.29 Lighting

Required Outcome

1.29.1 To provide adequate levels of lighting for the particular activity being undertaken within each Zone within the Facilities. The Contractor shall consider switching off lighting banks parallel to windows, and adopting energy management control systems such as time switches, dimmable controls, and presence detectors. To ensure the lighting system is maintained in accordance with appropriate health and safety Legislation and standards. To address particular requirements of special needs groups for less powerful lighting.

Performance Standards

1.29.2 The Contractor shall ensure that each Zone within the Facilities has a lighting (lux) level appropriate to its specified use. The following standards shall be met by the Contractor:

- Lighting in respect of minimum luminescence, colour rendition and glare index as specified below
- Building Regulations part L
- BS 8206-2:2008 'Lighting for Buildings. Code of Practice for Daylighting'
- LG4CIBSE Lighting Guide – Sports (and Addendum)
- CIBSE Code for Lighting 2004
- 'Sport England' Handbooks 1 – 3
- BS 5266-1:2005 'Emergency lighting. Code of Practice for the Emergency Lighting of Premises'.

1.29.3 The Contractor shall ensure that all relevant Zones have adequate lighting appropriate to its specified use in accordance with the following standards:

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| Illuminance values > 200 lux in all areas, apart from: | Main & Learner/ Teaching Pools: 300 lux Sports Hall Recreation & Club Use: 300 lux Sports Hall Regional & County Use: 500 lux Sports Hall National Use: 750 lux Sports Hall Cricket Use 750-1000: lux Floodlit STP/ Outdoor Hard Courts: 200-300 lux Floodlit Grass Football Pitch: 200-300 lux Health & Fitness Suite: 300 lux |
| Uniformity ratio | Main & Learner/Teaching Pools, Indoor Bowls, Health & Fitness: 0.8 Sports Hall, Multi-Purpose Activity Room: 0.7 Floodlit STP, Outdoor Hard Courts, Grass Football Pitch: 0.7 |

| | |
|------------------------|---|
| Colour rendering index | Main & Learner/ Teaching Pools, Health & Fitness, Sports Hall & Multi Activity Room: 60 |
|------------------------|---|

- 1.29.4 The Contractor shall ensure that external lighting is provided for security purposes.
- 1.29.5 The Contractor shall ensure that light source efficiency is better than 2.7 W/m²/100 lux except where justifiable.
- 1.29.6 The Contractor shall ensure that the number of non-operating lights or tubes does not exceed 10% of the total in the Zone.

Reporting Requirements

- 1.29.7 The Contractor shall ensure that results of all non-compliant lighting level and uniformity ratio measurements are recorded on the Property Database and reported to the Authority.
- 1.29.8 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.30 Pool Water Quality (Swimming Pool Installations)

Required Outcome

- 1.30.1 Swimming Pools that provide Users with a safe and comforting environment in which to participate in both swimming and water sports as required in this Services Specification. To ensure the Swimming Pools are maintained in accordance with the appropriate health and safety legislation and standards.

Performance Standards

- 1.30.2 The Contractor shall ensure that the following standards are complied with
 - The Handbook of Sports and Recreational Building Design Volume 3 published as at 1996 and The Pool Water Guide; Treatment and Quality of Swimming Pool Water
 - CIMSPA: Swimming Pool Treatment and Quality Standards
 - HSE: “Managing Health and Safety in Swimming Pools”.
 - Pool Water Treatment Advisory Group: Swimming Pool Water Treatment and Quality Standards
 - Pool Water Treatment Advisory Group: The management and treatment of swimming pool water (November 2013).
- 1.30.3 The Contractor shall ensure that all pool water is of the level of quality and temperature stipulated within the following:

| | |
|---|---|
| Pool Water temperature (Celsius) | Main Pool: 27-29°C Learner/ Teaching Pool: 30-32°C 'Jacuzzi'/ Pool/ Spa: manufacturers' guidelines Water Slide/ Flume: 27-29°C |
| Pool Water temperature following backwash (Celsius) | Main Pool: 26-29°C Learner/ Teaching Pool: 29-32°C |

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

- 1.30.5 The Contractor shall ensure that the pool water is tested for PH and free Chlorine in accordance with the Swimming Pool Hall Data Sheet every 3 hours, with the initial test each day before the pools are brought into use. The Contractor shall ensure that complete records are kept of all readings, date, time and type of test. These shall be available for inspection by the Authority's Representative at any time.
- 1.30.6 The Contractor shall ensure that the filters are backwashed as recommended in the relevant plant maintenance instructions to ensure that the water quality is maintained at the required standard.
- 1.30.7 A pool water dilution rate of 30 litres per bather per day is a CIMSPA recommendation, which shall be complied with by the Contractor across all the Facilities. Standards shall be maintained in line with the up to date CIMSPA recommendations and industry standards.
- 1.30.8 In the event of more stringent standards 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. The Contractor shall not use different chemical constituents to maintain the above standards without the prior approval in writing of the Authority's Representative.
- 1.30.9 The Contractor shall ensure that monthly bacteriological tests are undertaken.
- 1.30.10 All relevant Zones shall have adequate pool water quality in accordance with the following:

| | |
|----------------------------|--------------------------|
| pH value | 7.2 - 7.8 |
| Alkalinity | 120 – 180 mg per litre |
| Calcium hardness | 150 – 200 mg per litre |
| Total Dissolved Solids | 1500 – 2000 mg per litre |
| Free Chlorine | <1 mg per litre |
| Sulphate | <360 mg per litre |
| Clarity | Bottom Visible |
| Total coliforms | <0 per 100ml |
| Faecal coliforms | <0 per 100ml |
| Pseudomonas | <0 per 100ml |
| Total visible count @ 22 C | < 100 per ml |
| Total visible count @ 37 C | < 20 per ml |

Reporting Requirements

- 1.30.11 The Contractor shall report inspections and results of all non-compliant measurements on the Property Database. The Contractor shall ensure that non-conformance is reported to the Authority.
- 1.30.12 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.31 CCTV and Security

Required Outcome

- 1.31.1 Facilities that are secure and a system that provides a safe level of security to Users during their visit, but which does not compromise the personal privacy of Users getting changed.

Performance Standards

- 1.31.2 All relevant Zones within the Facilities shall have adequate security arrangements in place. Where provided, CCTV shall be maintained according to the manufacturer's specification and operated in line with a system that provides a safe level of security to Users during their visit but which does not compromise the personal privacy of Users getting changed.
- 1.31.3 The Contractor shall ensure compliance with the Information Commissioner's Code of Practice issued under the Data Protection Act 1998.
- 1.31.4 The Contractor shall at all times be responsible for the total security of the Facilities which includes land, buildings, structures and amenities, as shown on the Site Plans, together with plant rooms, machinery, equipment, fixtures, fittings and furnishings, and any item of stock.
- 1.31.5 The Contractor shall utilise the security systems installed or provided at the Facilities and shall be fully responsible for its proper maintenance and function. In the event of any alarms or security devices or radios being removed or becoming non-operational or non-maintainable, the Contractor shall inform the Authority's Representative.
- 1.31.6 The Contractor shall ensure that any external and internal fully operational CCTV security cameras as part of the security system are operational within the Facilities.
- 1.31.7 The Contractor may wish to add to the system but shall ensure that prior to the installation of any additional alarm or security equipment the prior written approval of the Authority's Representative is obtained.
- 1.31.8 The Contractor shall be responsible for the safe keeping of any keys to the Facilities and the maintenance of a key register. The Contractor shall ensure that a list of key holders, together with their addresses and telephone numbers is supplied to the Authority and the Police before the Commencement Date. The Contractor shall update the list whenever changes are made and at least quarterly.
- 1.31.9 The Contractor shall supply a list of names, addresses and telephone numbers of members of the Contractor's staff who are on a 24 hour call out contact to the Authority, Police, and alarm companies prior to the Commencement Date. This list shall be immediately up-dated by the Contractor as circumstances require on the appointment of, resignation of etc. or change to any member of staff on the list.
- 1.31.10 The Contractor shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g. water treatment and boiler rooms.
- 1.31.11 In order to enhance the security of the whole of each of the Facilities, the Contractor shall ensure that the zoned intruder detection system is fully operational. The Contractor shall ensure that a fully operational control unit and remote keypad to activate and deactivate the intruder detection system is available at all times. The Contractor shall ensure that each keyholder is given a unique password and that these passwords are changed on a regular basis.
- 1.31.12 The Contractor is responsible for the total security system and its maintenance and shall retain and utilise the existing system.
- 1.31.13 The Contractor shall ensure that appropriate out of hours keyholders are appointed to respond to intruder alarms.

Reporting Requirements

- 1.31.14 The Contractor shall report inspections and record the results of all non-compliant measurements on the Property Database and to the Authority.
- 1.31.15 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

1.32 Staffing

Required Outcome

- 1.32.1 Each Facility must have sufficient and suitably qualified staff to provide the services required by this Services Specification and all relevant Legislation, including relating to the swimming pools, health and fitness gym and any playgroup/crèche.
- 1.32.2 Staff employed or licensed or permitted to offer personal training services within the Facilities or to deliver coached activities and courses must be qualified to the appropriate level according to the Governing Body for the sport/activity.
- 1.32.3 The Contractor must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement.

Performance Standards

- 1.32.4 The Contractor shall ensure that as a minimum, staffing levels are appropriate to the size of the Facilities, the activity and delivered by suitably trained personnel.
- 1.32.5 The Contractor shall ensure compliance with the guide “Managing Health and Safety in Swimming Pools” dated 2013 and subsequent Local Authority Circular supplement notes.
- 1.32.6 The Contractor shall ensure compliance with Governing Body requirements with respect to staffing.
- 1.32.7 Where appropriate, the Contractor shall ensure compliance with the relevant requirements of the local OFSTED registration requirements, the Authority Social Services Department, meeting the 14 standards outlined in National Standards for under 8s Day Care and Childminding as set out in The Children Act and the staff qualifications for any other specific activity as outlined in the Contractor’s Method Statements.
- 1.32.8 The Contractor shall provide a list of named staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.
- 1.32.9 The Contractor must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement in relation to all staff employed in relation to the provision of Services including any third party club or coach.
- 1.32.10 The Contractor shall ensure that appropriately qualified persons or sub-consultant companies carry out all maintenance works.
- 1.32.11 The Contractor shall ensure that reception desks are appropriately staffed at all times the Facilities are open to the public. Reception staffing levels and access control procedures at times of peak demand shall be such that Users are able to gain access without unreasonable delay.

- 1.32.12 The Contractor shall generally ensure that a member of gym staff is available on the gym floor during all operational hours who is not involved in induction or personal training. However, this requirement may be waived for off-peak hours with the written consent of the Authority.
- 1.32.13 The Contractor shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment Legislation including equal opportunities, the EU Working Time Regulations and the national minimum wage.
- 1.32.14 The Contractor shall be entirely responsible for the employment and conditions of service of its employees and shall implement a scheme for the continued assessment and development of staff. The Contractor shall therefore ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The Contractor shall ensure that this is appraised annually.
- 1.32.15 The Contractor is encouraged to offer apprenticeships in the Facilities to local residents.
- 1.32.16 The Contractor shall appoint an overall contract manager to be its Contractor's Representative. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings on a regular basis.
- 1.32.17 The Contractor shall employ sufficient qualified and experienced staff to ensure a high standard of service and customer care at all times. Accordingly it will be necessary for the Contractor to employ sufficient reserves of staff to provide these high standards in times of sickness, leave, training and other absence from work.
- 1.32.18 The Contractor shall at all times employ sufficient numbers of qualified staff for durations of duty in accordance with the standards as outlined in "Management of Health and Safety in Swimming Pools".
- 1.32.19 The Contractor shall ensure that all employed lifeguards are inducted using the CIMSPA document The Qualified Lifeguard's Induction and Ongoing Training Manual (or subsequent revisions).
- 1.32.20 The Contractor will also encourage the attainment of the ASA's Quality Assurance standard "Aquamark".
- 1.32.21 The Contractor shall employ sufficient staff, coaches and instructors currently qualified for all activities where coaching or instruction takes place or specific qualifications are required.
- 1.32.22 The Contractor shall employ staff suitably trained in order to conduct induction training courses for Users on weight-lifting and training and other exercise equipment in the fitness rooms.
- 1.32.23 The Contractor shall also employ suitably qualified staff for any Crèche facilities in accordance with relevant legislation. An appropriately qualified member of staff shall be present at all times when there is a member of the public using any Soft Play Area.
- 1.32.24 The Contractor shall only employ staff that are registered on the Register of Exercise Professionals.
- 1.32.25 The Contractor shall ensure that staff employed as lifeguards attend a minimum of 2 hours training per month as a condition of employment. This applies to full time, part time and casual staff.

1.32.26 The Contractor shall maintain detailed training records to include attendance at lifeguard training sessions.

Reporting Requirements

1.32.27 The Contractor shall submit to the Authority for its approval one month prior to the Commencement Date a training plan for all existing staff and any proposed additional staff. The Contractor shall resubmit the training plan for the Authority's approval by 31st December each Contract Year thereafter.

1.32.28 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

Appendix 1 - Minimum Opening Hours

Derwent Pool

The pool is open to the public for 47.5 hours per week during school term (including public lessons but excluding school & swimming club use) and 53 hours per week during holidays.

Ryedale Pool

The pool is open to the public for 56.5 hours per week during school term (including public lessons but excluding school & swimming club use) and 66.5 hours per week during holidays

Northern Ryedale Leisure Centre

Open in an evening on school days and all day on non-school days subject to the minimum provisions below:

- to be open 7 days a week
- to provide not less than 21 hours per week public pay and play (school time and holiday time)
- to provide the STP facility between a maximum 17.30 & 22.00 weekdays, 09.00 & 18.30 weekends (winter) and 09.00 & 22.00 weekends (summer)

Facilities are required to be open every day except Christmas Eve, Christmas Day, Boxing Day and New Year's Day. On the other bank holidays the Facilities may be opened for a reduced number of hours to be approved by the Authority at least four weeks prior to the relevant bank holiday.

Appendix 2 Authority Weekly Programming Requirements

The Contractor shall accommodate the following Users the time requirements as specified below within the Programmes of Use for the Facilities.

| Facility | Activity Area | User Group | Time Required (no. of hours per week) |
|--|--|--------------------------------------|---|
| Derwent Pool, Norton | Swimming Pool | Derwent Valley Amateur Swimming Club | Minimum as existing: 5.5 hours (term) 6.5 hours (holidays) |
| | School Use | School | Minimum of 10 hours per week for school use during term times |
| | Swimming Lessons | Public | Minimum of 15 hours per week of swimming lessons during term time |
| | Swimming | Public | Minimum of 25 hours per week of public swimming (including no more than 20% of that delivered through adult only sessions) during time term time and 50 hours per week public swimming (including adult only) during holidays |
| | Private Parties/hire | Public | Allowed as applicable |
| Ryedale Pool, Pickering | Swimming Pool | Ryedale Swimming Club | Minimum as existing: 7.5 hours (term) 8 hours (holidays) |
| | School Use | School | Minimum of 10 hours per week for school use during term times |
| | Swimming Lessons | Public | Minimum of 15 hours per week of swimming lessons during term time |
| | Swimming | Public | Minimum of 25 hours per week of public swimming (including no more than 20% of that delivered through adult only sessions) during time term time and 50 hours per week public swimming (including adult only) during holidays |
| | Private Parties/hire | Public | Allowed as applicable |
| Northern Ryedale Leisure Centre | <ul style="list-style-type: none"> • six court sports hall with climbing wall • gymnasium used for exercise classes, martial arts, etc • 31 station Horizon gym • small room used for exercise classes and parties | Public use | Minimum 21 hours per week public use (school time and holiday time) Option to provide a Gym on site by agreement with the school (the use of the present Horizon gym is currently outside of the |

| Facility | Activity Area | User Group | Time Required (no. of hours per week) |
|-----------------|---|-------------------|---|
| | <ul style="list-style-type: none"> Outdoor facilities available for public use include 3 tennis courts, multi-use space providing 2 netball or 4 tennis courts and a full-size sand-dressed synthetic turf pitch (STP) | | Council agreement and is a direct arrangement between the current operator and the school |
| | | | Provide the STP facility between a maximum 17.30 & 22.00 weekdays, 09.00 & 18.30 weekends (winter) and 09.00 & 22.00 weekends (summer), |
| | Private Parties/hire | Public | Allowed as applicable |

Where the main sports/ activity areas within the Facilities are not being used or required by User Groups within the protected programming detailed above, subject to the User Group confirming availability to the Contractor, the Contractor may incorporate usage by other Users to ensure optimal use of the Facilities.

Appendix 3

Authority Pricing Requirements

| <i>Facility</i> | <i>Activity</i> | <i>Price</i> |
|-----------------|--|--------------|
| Derwent Pool | Hire of pool to Derwent Valley Amateur Swimming Club | £60 per hour |
| Ryedale Pool | Hire of pool to Ryedale Swimming Club | £60 per hour |

All pricing is at the Pricing Reference Date and all rates are inclusive of VAT.

Appendix 4

Lifecycle Replacement Responsibility Matrix

The Contractor shall service and maintain all items in accordance with statutory requirements and manufacturers recommendations and the other provisions of this Agreement.

However, there are a number of items which the Authority will retain lifecycle replacement responsibility for as set out below and as described at Clause 15 (Condition of the Facility) of this Agreement.

In addition, special terms shall apply to the North Ryedale Leisure Centre as set out in the dual-use agreement between North Yorkshire County Council, the Authority and Lady Lumley School. Under this agreement, the Contractor shall not be responsible for damage caused to the facilities and/or the Equipment within the NRLC during school hours. Items where this stipulation arises are indicated (A) in the matrix below.

For the avoidance of doubt, any items not covered within this matrix shall be the responsibility of the Contractor.

Quarterly facilities inspections will be carried out by the Authority's Representative in the presence of the Authority's nominated person responsible for facilities maintenance.

The lifecycle replacement responsibilities of the Contractor and the Authority are set out in the table below:

| Item | Contractor | Authority |
|----------|------------|-----------|
| [to add] | | |

Appendix 5

Equipment Inventory

Please refer to the separate excel spreadsheet called Appendix 5 Equipment Inventory.

Appendix 6

Maintenance of Synthetic Turf Pitch

Section to be inserted.