

## Executive

Tuesday July 21 2009  
7.00 pm

# Supplemental Agenda No.1

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<b>Item No.:</b>	<b>Classification:</b> Open	<b>Date:</b> July 21 2009	<b>Meeting Name:</b> Executive
<b>Report title</b>	<b>Gateway 3 – Variation Decision</b> Leisure Investment and Management Programme: Appointment of Leisure Management Contractor		
<b>Ward(s) or groups affected</b>	All		
<b>From</b>	Strategic Director of Environment and Housing		

### RECOMMENDATIONS

1. That the Executive approves the variation of the Grant Agreement with Fusion Lifestyle Limited (Fusion) for provision of Leisure and Facilities Management services under the new terms set out in this report. The new arrangement applies to the following facilities:
  - a. Camberwell Leisure Centre
  - b. Dulwich Leisure Centre
  - c. Elephant and Castle Leisure Centre
  - d. Peckham Pulse Healthy Living Centre
  - e. Seven Islands Leisure Centre
  - f. Southwark Park Sports Centre
  - g. Surrey Docks Water Sports Centre

### BACKGROUND INFORMATION

2. The varied agreement is designed to run from 3<sup>rd</sup> August 2009 to 31st March 2016 or five years from the Final New Services Commencement Date (FNSCD), whichever is the later. The FNSCD is the first date following acceptance of the Practical Completion Certificate (PCC) for refurbishment work at Dulwich Leisure Centre when the new service at that centre can commence. The currently scheduled date for receipt of the PCC for Dulwich is 14<sup>th</sup> January 2011 and the FNSCD should be no more than four weeks after this.
3. For the purposes of financial modelling a seven year contract period is assumed but the significant point is that Fusion require five clear years of operating Dulwich Leisure Centre in its refurbished form in order to fulfil the business plan.
4. The annual cost of the varied agreement is tapered, giving substantial savings on current budget in the later years of the arrangement. The grant is index linked and is likely to vary year on year at RPIx which currently stands at 1.7 %.

### Key Aspects of Proposed Variation

5. Fusion currently has annual Grant Agreements (commenced in 2000) with the Council underwritten by leases to occupy most sites until 2010 (and the Peckham Pulse until 2014). Since Fusion began managing the Leisure Centres in Southwark they have been paid an annual Management Fee in the form of a grant.

6. Fusion also has first right of refusal under the existing leases to manage sites, such as Dulwich and Camberwell which are re-developed whilst they are in occupation. The newly negotiated agreement allows the Council to redeem the current leases from Fusion, occupy the centres for the purpose of refurbishing them and replace the leases with new ones which will be co-terminus with the new grant arrangement and not include future security of tenure.
7. The new agreement includes the following benefits:
  - Significant savings on current budget over the period of the agreement.
  - A new and robust payment mechanism which sets challenging targets and introduces pre-agreed financial deductions for non-performance.
  - An income share agreement which is an incentive for the contractor to perform and ensures that the Council benefits from income over and above current projections.
  - Challenging environmental targets backed up by incentives and sanctions in the new contract.

### **Background of Contract**

8. On 7th April 2000 The Council, entered into a Grant Agreement (the "Grant Agreement") with Southwark Community Leisure Limited (SCLL) for the management of the Council's Leisure Centres. SCLL has since changed its name to Fusion Lifestyle (Fusion). Fusion and the Council are now proposing to vary the Grant Agreement for reasons outlined in the report below.
9. On 13th February 2007 the Executive received a report on the Leisure Centre Investment Strategy. The Council decided to invest £12.3 million of its own capital to refurbish the Borough's existing Leisure Centres. In light of this decision, the Executive asked officers to evaluate all options for management of the Leisure Centres and report the findings back to the Executive. The main purpose of this exercise was to ensure that the refurbishment programme proceeded smoothly with least disruption to customers and to ensure a higher standard of service once the refurbishment was complete.
10. A 'Project Team' comprising officers of the Council and external advisors agreed objectives for the service and a range of options which might achieve these objectives. Each option was evaluated against a set of pre-agreed evaluation criteria and a final score was calculated for each. A soft market-testing exercise was also undertaken by members of the team to see if known contractors in the south east leisure market were interested in taking on Southwark's Leisure Centres prior to and during a process of development. The view from the market was that this would carry a high risk premium and would not be attractive to them.
11. In light, principally of the needs of the refurbishment programme, the highest scoring option was to renegotiate the current management arrangement with Fusion as sole provider and then go to the market of service providers at a future date. If this variation is agreed a new Project Team will be brought together in 2014 to consider progress of the contract and consider options for retendering of the contract when it is due for termination in 2016.

12. The Executive approved this option in the Gateway 1 report “Procurement Strategy for Future Operational Management of Leisure Centres” on July 24th 2007. The Gateway 1 report recommended that negotiation of the new arrangement with Fusion should be based on a minimum of five years and a maximum of ten years.
13. The Executive delegated sign off of the Gateway 2 report to the Strategic Director of Environment and Housing. Due, however, to information that has subsequently come to light the new arrangement is to be treated as an extension of the current Grant Agreement (a Gateway 3 Report) rather than a new contract (a Gateway 2 Report) Under the current Contract Standing Orders, such a variation decision would fall within the remit of the finance director, but in view of the history, complexity and strategic importance of this contract, this decision has been brought back to the executive.
14. Since that time officers have been in negotiations with Fusion over a range of issues and are now in a position to recommend that the extension of the Grant Agreement is ratified.
15. Negotiations have been very complex because the process has been going on in parallel with final negotiations with Buxtons (the Design and Build Contractor for the refurbishment programme) and the planning, design, and scheduling of the building programme for both Dulwich and Surrey Docks Watersports Centres. Dulwich is particularly difficult because of the age and listed status of the building. There were a huge number of unknowns for both the Council and Fusion to deal with such as when to decommission the centre with minimum impact on customer income, staff redundancies etc. This and the date of the final opening of the centre will have a considerable impact on the cost of the service to the Council and the profile of profit and loss over the life of the agreement.
16. Such negotiations would have been impossibly complex if the Council had been through a full tendering process for a new leisure management contractor. The added complexity of trying to transfer the business to a new contractor and redeeming the leases from Fusion (if this had been the outcome) would have added more time and cost to an already convoluted process. This delay and cost have been minimised, if not obviated, by dealing with the incumbent contractor. As it is, Fusion have had to re-profile their business plan several times to deal with programme shifts and new information as it has materialised. As a consequence of the emergent issues, sign-off of the new arrangement has taken almost fourteen months longer than originally envisaged.

#### **Context for this variation**

17. Following approval of the “Leisure Centre Investment Strategy” report on 13th February 2007 the Executive approved the Works Procurement Strategy, for the design and build contract, (on 24th April 2007). A procurement exercise followed this latter decision and on 27th March 2008 the Gateway 2 report recommending the selection of Buxton Building Contractors Limited, as the works contractor to undertake refurbishment of the Leisure Centres, was approved by the Strategic Director of Environment and Housing.

18. The refurbishment works will have a major impact on the management of the Leisure Centres and the services provided. Over the next five years some of the Leisure Centres will be fully operational (after the work is completed or pending) and others will be partially open or fully closed for a time as work is undertaken. This will require changes to the current contractual arrangements for the management of the centres, which are based on all centres being fully operational. A procurement strategy for a Leisure Management Agreement was therefore needed to ensure that the management of the centres would enable the building works to proceed efficiently and with minimum disruption and at least additional cost to the Council.
19. In addition to the need to allow the redevelopment of the centres, the Gateway 1 Report, "Procurement Strategy for Future Operational Management of Leisure Centres", identified the key objectives for the procurement strategy as being;
- Sustained service improvement (including greater innovation and community involvement);
  - Greater Council influence on the service policy and design (i.e. what it looks like and how it is delivered);
  - Improved cost effectiveness and efficiency;
  - Greater transparency through more open book accounting (by the service provider);
  - Greater flexibility to make changes to the service (including the identity of the provider) as necessary;
20. The Gateway 1 rehearsed several ways of achieving these objectives and concluded that the best way was to negotiate a new contract under new terms and conditions with Fusion and all this has been achieved under the proposed new arrangement.
21. In order to ensure best value for the Council the project team considered the options and came to the conclusion that a contract period comprising a minimum of five years to a maximum of ten years should be used as the basis for negotiation with Fusion. This would allow the Council and the contractor to compensate for the loss-making period when the centres were closed for redevelopment by building up the business once they were reopened and having a period of stability in centres that will be refurbished and attractive to larger numbers of customers. With the centres refurbished and the business established, the Council will be in a much better position to attract competitive bids for management of the Leisure Centres. The Council will also have five solid years of benchmarking information about the performance of the centres to compare bids against.
22. Negotiations with Fusion have centred round the ideal length of contract (both for Fusion and the Council), the overall cost of the contract to the Council, the services that Fusion will provide, the sanctions for non-performance and the responsibilities that Fusion will take on.

## **CURRENT POSITION**

23. The Council's negotiation team are now satisfied that all commercial, employment, pensions and policy issues positions are properly resolved.

## **THE TENDER PROCESS**

24. The Executive of 24th July 2007 agreed that the most efficient route for achieving value for the Council would be to enter into single supplier negotiations for an extension of contract with Fusion Lifestyle and therefore the contract was not advertised. At that time it was assumed that this would be a new contract under Gateway 2 protocols rather than an extension under Gateway 3.
25. Fusion was required to submit a Pre Qualification Questionnaire (PQQ) for evaluation by the project team and Southwark Procurement Unit. This was submitted in August 2007 and assessed Fusion's position on the following;
  - Company Information;
  - Financial Information;
  - Equal Opportunities;
  - Health and Safety;
  - Technical Information;
  - Environmental Considerations;
  - Quality Assurance;
  - References;
26. Fusion's initial response was assessed and further clarifications were sought. Once Fusion had provided further information the Council approved the Fusion PQQ as acceptable.
27. Following the assessment of the PQQ, a Request for Proposal documentation was prepared with assistance of the Council's legal, technical and financial advisers and in consultation with the Council's procurement unit.
28. The proposal documentation required Fusion to provide their proposals and detail their experience on the following areas:
  - Sports facilities management expertise
  - Operational competence and effectiveness
  - Acceptability and deliverability of income and expenditure projections
  - Usage projections
  - Investment proposal (e.g. for fit out of refurbished facilities)
  - Management structure
  - Technical merit and capacity
  - A commitment to sustainable work practices
  - Quality Assurance
  - Ability to accept risk transfer (e.g. extent of repairing liability, income projections, utilities costs)
29. Fusion's proposal was evaluated by the project team which included the Council's key advisors on the Leisure and Facilities Management Contract as listed below:
  - Nabarro – Legal advice / compliance
  - Deloitte – Financial advice and assessment
  - Cyril Sweett – Technical advice and assessment
  - LB Southwark client team – Overall assessment

This team was also involved at various times in the negotiations with Fusion which were led by the Southwark Client Team. All those involved in the evaluation and negotiation process have contributed to this report.

### **FUSION'S CURRENT PERFORMANCE**

30. Fusion is currently performing well and meeting the standards as they exist under the current contractual arrangements. There have been issues in the past about Fusion's performance but these have now largely been resolved and Fusion has both grown and changed as an organisation. In 2006 the MORI survey reported that public satisfaction with sport and leisure facilities in Southwark rose by 20%. This was in recognition of Fusion's improved performance. More recent results from the survey continue to demonstrate a small but consistent increase in satisfaction (65% in 2006 and 67% in 2008).
31. Issues which affect customers directly and have in the past led to complaints such as cleaning; building maintenance and customer care have all been largely addressed and continue to improve. Key standards have been met and raised for cleaning and maintenance and targets for all key groups have also largely been achieved. The annual attendance at Southwark's Leisure Centres has now topped 900,000 visits.
32. The officer team at Southwark have also taken note of all the main performance issues that have arisen over the period of the current agreement (including those which are now largely historical). These now form the core of the payment mechanism for the revised agreement. This means that although we are currently confident that Fusion are able to meet standards that will be required of them, there are effective sanctions available to the Council should those standards not be met.
33. Although there have been several formal tests of the current and future robustness of Fusion's business during the evaluation of their proposals it is worth noting that despite the volatility of the current economic climate Fusion's business does not appear to have been adversely affected in the recent months. Customer numbers continue to grow and membership sales are also not in decline. Fusion have taken an active stance in developing products and packages which help to retain the current cohort of members as well as attracting those who now seek better value than the private sector offers.

### **SERVICE TO BE PROVIDED BY FUSION**

34. It is proposed that the contract with Fusion for the management of the Borough's leisure facilities will commence from 3rd August 2009 and be determined either on 31st March 2016 or five years from the Final New Services Commence Date (FNSCD) which should be no later than four weeks from acceptance of the PCC for Dulwich Leisure Centre (currently scheduled for 14th January 2011).
35. Fusion require at least five years of operation in refurbished buildings in order to make the business plan viable. Unless there are considerable delays in the delivery of Dulwich Leisure Centre it is envisaged that the proposed end dates for the new contract should allow sufficient time for the centre to be and up and running and allow Fusion the five clear years of viable business that they require to deliver the Council the savings enshrined in the contract.

36. In order to be manageable for the purpose of this report the financial model is based on a seven year contract commencing in April 2009. Fusion is currently managing the service and is in receipt of a grant which does not differ significantly from the proposed payment in year 1 of the new arrangement. An actual start date in August 2009 will not have a significant effect on current budget and will not affect the end date of the contract.
37. The annual cost of the contract varies over the life of the contract due to the phasing in of the services and facilities. A Leisure Management Fee will be payable each year commencing August 3rd 2009 and will be subject to inflation with effect from 1st April 2010.
38. In common with most, if not all, local authority provided leisure services in the UK activities at Southwark's Leisure Centres are provided at a subsidy and the cost to the customer of a leisure activity is usually much lower than the cost of actually providing that activity. For example, children and people over sixty now swim free in Southwark and there are a variety of other discounts for all target groups for a range of activities.
39. In order to bridge the gap between income from paying customers and expenditure, the Council will continue to provide Fusion with a Management Fee as it does under the current arrangement.
40. The amount paid in Management Fee by the Council for each year of the revised agreement will be fixed at the time the agreement is signed and will only be varied (by mutual agreement) if there is a variation to the service specification. Fusion will bear the risk for shortfalls in income but there is an arrangement for a share in income with the Council if it is overachieved. The onus is on Fusion to make an accurate and informed projection of the shape of the business in future years of the contract and the income-share agreement protects the Council from under-valuation of the future business.
41. In summary, the proposal from Fusion offers the following key features.
42. **Savings** – The annual savings are greater in the later years as the benefit of the proposed investment come to fruition.
43. **Income sharing** – Fusion's income over the life of the contract is modelled in their trading account. If Fusion achieves greater than budgeted income projections then the surplus income is shared between the Council and Fusion in the following proportions.
44. **Energy** - The varied Grant Agreement sets challenging targets for Fusion to minimise energy consumption. These will be reviewed every year and Fusion will have a have an incentive to beat the target (i.e. minimise energy use) or bear the cost of additional use.
45. **Sustainability** – Fusion has signed up to the Council's recycling targets and will work towards environmental accreditation for each of the sites.
46. **Open book Accounting** – Under the varied Grant Agreement the Council will be able to assess how each centre is performing financially, what the income is and what the costs are (direct and overheads).



<b>Surplus Income</b>	<b>Percentage due to the Council (%)</b>	<b>Percentage retained by Fusion (%)</b>
0% to 5% above Projected Income	25%	75%
Between 5% and 10% above Projected Income	30%	70%
Between 10% and 15% above Projected Income	40%	60%
Above 15% of Projected Income	50%	50%

47. **New 'Look and Feel'** – Fusion have agreed to introduce a new look for the Leisure Centres to make the Fusion tag less prominent and emphasise the Council's logo and the site's identity to reinforce the message that they are community facilities. This will be introduced to the centres as the contract is varied and will include amongst other things a new look website, redesigned centre signage and revised marketing material. This has been done in conjunction with Southwark's Corporate Communications section.
48. **Payment Mechanism** – This part of the varied agreement will impose on Fusion deductions for unavailability of facilities or failure to meet performance standards (both in terms of leisure management and Facilities Management (FM) services on a monthly and annual basis). This is designed to deal with any failures in performance and includes, but is not limited to, the most common irritants to clients being items such as cleaning standards, repairs and maintenance; late opening and customer care. Other items of note include the timely provision of information such as user figures and financial information.
49. **New and more robust set of Performance Indicators** – The Key Performance Indicators (KPI's) are incorporated within the Payment Mechanism and support the Services Specification (see Appendix 1) and the varied Grant Agreement. The KPI's provide a performance standard to which the Service Provider has to meet or exceed. If the Service Provider does not perform to this standard then they are subject to a pre-agreed financial deduction.
50. **Greater repairs and maintenance responsibilities** – The varied agreement sees Fusion take on much more extensive repairs and maintenance responsibilities. Under the current arrangement the Council is responsible for maintaining the building structure and major plant and equipment and Fusion is responsible for maintaining fixtures, fittings and decoration. The new arrangement is more effective and straightforward, Fusion is responsible for all regular maintenance. This will ensure that works are carried out in programmed and planned manner and also that any reactive works are actioned swiftly. The Council still retains responsibility for major repairs and for the centres which are not being refurbished in the current phase of development but the routine upkeep of the centres will become Fusion's responsibility and will minimise the work the Council has to undertake.

51. **New initiatives** – A number of new initiatives promoting participation in physical activity have been introduced into the varied Grant Agreement. These directly relate to target groups and are designed to improve health and well-being in the Borough. They include free swimming for the over 60's and under 16's, cheaper access to the gym for the over 60's, free access to Leisure Centres for Looked After Children and free access to Leisure Centres for carers when they are with their clients. This coupled with the requirement for Fusion to continually develop the services should result in a greater number of visits to the centres and contribute to a healthier more active population.
52. **Customer Forums** - The Service Provider will be holding quarterly 'User Group' meetings at each of the sites. The purpose of these meetings is to gain an understanding of users experiences of the facility and to help improve and develop the services offered. The user group will be made up of fairly elected customers from as many areas of the centre as possible. Minutes of each meeting are to be produced and displayed on the customer information board in the reception area of the centre. Failure to hold the meetings and reasonably address the action points will result in a deduction from the management fee.
53. Overall the varied Grant Agreement will set out the requirements from Fusion in a way which accords well with best practice in the leisure market place and will place an obligation on them to perform to high standards or be subject to financial deductions.

#### Payment Mechanism — Further Detail on Purpose and Operation

54. One of the schedules to the varied Grant Agreement is a "Payment Mechanism" which is used to calculate how much Fusion is paid;
55. An "Annual Management Fee" is agreed in advance in respect of each contract year and is derived from a financial model that is agreed with Fusion. The amount agreed will take into account appropriate indexing for the coming year and any variations to the service which have been agreed between the Council and Fusion.
56. Fusion is paid a proportion of this fee monthly. The amount is calculated by dividing the annual Management Fee by 12 and then deducting from that amount various "deductions." These deductions are in respect of any service or performance failures caused by Fusion and act as an incentive for Fusion to maintain the Council's required standards of service set out in the Services Specification.
57. Examples of the deductions that can be levied are as follows;
58. **"Unavailability Deductions:"** "zones" within a facility can be deemed to be "unavailable" because they do not meet the "availability criteria" set down by the Council and a sum of money will be deducted from the monthly management fee due to Fusion. Examples of the requirements for a zone to be available are that the required hot and cold water is available, it is ventilated as required by the Council in the Services Specification and that any pool water has the quality requirements set down in the Council's Services Specification.
59. There are also various zones which have "related zones" so that if a zone is unavailable then other related zones will also be deemed to be fully or partly

unavailable (whether or not they are in fact unavailable) – for instance if the pool changing rooms are "unavailable" then the pool itself will also be deemed to be partly unavailable and deductions levied accordingly. This is in recognition of the fact that there are some zones which are critical to the running of other areas of the facilities.

60. **"Monthly Performance Deductions:"** These relate to matters such as reporting requirements and planning/programming requirements. Again, if Fusion does not undertake these tasks in accordance with the requirements of the Services Specification, there will be further deductions from the monthly management fee.
61. **"Annual Performance Deductions"** If Fusion cannot achieve and maintain Quest Accreditation or meet requirements in relation to participation targets, deductions can be levied.
62. If repeated failures occur in respect of the same problem then the deductions levied will be "ratcheted" – i.e. increased further. This is to incentivise Fusion to deal with problems as soon as possible and not let them recur.
63. The maximum amount of deductions that can be levied in any contract month is the gross Monthly Management Fee (i.e. the Annual Management Fee divided by 12) for that month. This is based on a pre-agreed schedule of deductions for non-provision of service.
64. There are various obligations on Fusion to monitor its own performance and report any issues where it fails to meet the required standards. There are time limits within which these notifications need to take place and also time periods within which the "default events" have to be contained and/or rectified. The containment and rectification times depend on the priority of the event that has occurred – events with a higher priority have to be dealt with more quickly than those with a low priority.
65. There are various "excusing causes" which mean that whilst there is a technical "failure" no deductions are levied. For instance, if the failure is caused by the Council breaching its obligations under the varied Grant Agreement or if the failure was caused by Fusion acting on the Council's instructions, or if an area is unavailable because of a defect in any of the new buildings or a latent defect in any of the existing buildings (for which the Council is responsible and which has not been caused or contributed to by Fusion), then Fusion would be entitled to state that it is excused from the deduction applying.

### **Utilities**

66. Fusion will be responsible for the purchase of utilities, using the tariffs negotiated by the Council. Consumption targets have been set for each type of utility and for each facility. These are renewed annually and can be adjusted by the two parties. Fusion bears the risk of any variation between the actual use of utilities and the annual target. The Council bears the risk of any tariff adjustment during the year. An adjustment will be made at the end of each year to reflect any variation in tariff price.

### **Property Issues**

### Leases

67. Fusion currently has leases which for most of the centres expire in 2010. The gym at Peckham Pulse is the exception as this expires in 2014.
68. As part of the variation Fusion will be surrendering their existing leases and granted a new lease for each of the facilities from the Authority to enable them to carry out the Services. The leases will exclude security of tenure.

### Leisure Investment Programme

69. The Leisure Centre Investment Strategy (approved by Executive on 13th February 2007) is to undertake building works at the Leisure Centres with an allocation of £12.3m of Council Capital. On 24th April 2007, Executive approved the works procurement strategy. Since that time a contractor has been appointed.
70. The work will be carried out in phases and the first phase is full refurbishment of Dulwich Leisure Centre and Surrey Docks Watersports Centre and refurbishment of the pool at Camberwell Leisure Centre, provided planning and funding allow Southwark Park Track will also be refurbished in Phase 1. The estimated time for completion of Phase 1 is in the latter half of 2010. Phase 2 involves all the other centres and the scope and timing of works is subject to confirmation of development plans for these sites which will be worked up in conjunction with the Council's Major Projects department.
71. The varied Grant Agreement makes provision for this by allowing the Building Contractor access to carry out the building works and acknowledging that Fusion will be able to provide different levels of service pre, post and during the refurbishment.
72. Under the varied Grant Agreement, Fusion will confirm that it has reviewed the Building Contracts for Surrey Docks and Dulwich (and Camberwell pool) and that, provided the buildings are refurbished to the standards set out in the Building Contracts, they will be sufficient to enable Fusion to carry out the Services as provided in the varied Grant Agreement.
73. During the final negotiations with Fusion the Council has reached agreement on the following:

### **Employment, pensions and policy issues**

74. During negotiations, agreement has been reached on the approach to employment, pensions and policy issues.
75. On employment issues: there will be a TUPE transfer of five Council staff comprising of a Watersports Centre Manager and four instructors all employed to work at Surrey Docks Watersports Centre (SDWC).
76. In April of 2000, the Council agreed to the transfer of its leisure management functions, previously an in house direct-service organisation, Southwark Leisure, to Fusion, a not-for-profit leisure Trust. Six out of the seven leisure facilities operated by the Council transferred at the time but SDWC did not. Instead it

remained as a management agreement between the Council and fusion with the employment of the staff remaining with the Council.

77. Following the approval of the Gateway 2 Contract Award approval – Leisure Investment and Management Programme: Appointment of a Works Contractor, the future of the Watersports Centre is now assured. The Centre is undergoing investment to the value of over £2 million to completely modernise the centre and introduce a wider range of leisure facilities. This means that the five staff at the Watersports Centre who are currently employed by Southwark will be working even more closely with other staff from Fusion (e.g., reception and sales staff, gym instructors, exercise teachers, catering and child-care staff).
78. Following consultation with staff it is proposed that there is a transfer to the management of Fusion. This means that there are clear lines of accountability and management at the centre leading to a safer and more effective operation. This is especially important as the number of services the centre provides increases with a commensurate increase in staff and customers. The nature of the Watersports Centre means that operations must be properly co-ordinated to minimise the risk of accident to staff and customers.
79. The Council has been in discussion with the staff at the centre, Trade unions and Fusion. Agreement has been reached between all parties and this has been incorporated into the Agreement between the Council and Fusion. Fusion has demonstrated a thorough understanding and experience of the TUPE process throughout.
80. Agreement has been reached with regards to the Council's requirements for Trade Union recognition, employees' terms and conditions and policies and procedures. Agreement has been provided on mobilisation and transition arrangements. Fusion has confirmed that terms and conditions will be harmonised for all employees.
81. Fusion has also come to an agreement with the Council's Pensions' team on current and future liabilities for pensions.
82. Fusion has been made fully aware of the Council's policies and procedures (other than those relevant to transferring Council staff). Fusion's offer in relation to policy matters such as equal opportunities and fulfilment of the Council's employment and enterprise strategies has been highlighted and Fusion's offer has been found satisfactory.

### **Financial Implications**

83. The proposed management fee will deliver significant savings over the life of the contract. It is difficult to be objective about value for money as there has been no competitive process. It is only really possible to judge Fusion against the existing cost and service. In this respect the Council expects Fusion to be providing a markedly better service at a lower cost, partly as a result of the opportunities afforded by the refurbishment works. Because most leisure activities are heavily subsidised Fusion's main source of significant additional income is through the sales of membership packages. Their ability to do this will be enhanced, greatly, by the refurbishment works that are currently being undertaken at the Leisure Centres.

84. The management fee, once agreed is set for the period of the contract and can only be varied by mutual agreement (if for example the Council asks for an additional service or to have a particular service reduced.)

### **Plans for Monitoring the Contract**

#### Monitoring by Council officers

85. Council officers will continue to monitor the varied Grant Agreement as they have been doing under the current arrangements. Visits to each site will take place approximately once a month (if not more) paying particular attention to cleaning standards and delivery of customer care against an agreed set of criteria. Regular contract meetings will be arranged and a reporting format and structure has already been agreed.

#### Fusion self monitoring

86. The varied Grant Agreement will require Fusion to carry out self monitoring in relation to the standards set out in the services specification and the terms and conditions of the varied Agreement. There are processes in place to encourage Fusion to be open and honest regarding their performance and penalties to discourage them. Fraudulent or erroneous reporting carries its own penalties which involve automatic default with no rectification period and the ability of the Council to further inspect Fusions records.

#### Council's FM monitoring contractor

87. The Council has engaged White Young Green (WYG) as its approved Facility Maintenance Contractor to ensure the successful delivery of the facilities management services and monitoring of FM records within the Leisure Centres once the new arrangement with Fusion commences. In the varied Grant Agreement the responsibility for full repair and maintenance of the centres passes over to Fusion and WYG have been contracted to monitor Fusion's management of the centres in relation to their maintenance obligations set out in the varied Grant Agreement and Services Specification. WYG are expected to;

- Ensure the Leisure Centres are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management.
- The Leisure Centres are maintained in a manner, which prevents deterioration save for fair wear and tear of any part thereof.
- Ensure that the maintenance carried out at the centres and the centres themselves comply with all applicable statutory requirements and Laws
- Monitor and report on the Planned Maintenance element performed by Fusion.
- Assess requirements for repair and lifecycle works based on both the existing survey reports and issues arising from both planned and reactive maintenance at the centres and provide recommendations to the Council
- Undertake best value reviews on the Fusion procured works for the Leisure Centres and review the Asset Registers maintained by Fusion.

- Review Fusion's Permit to Work systems.
- Interface with the Council's Leisure Department specified Authorised Representatives on monthly basis, interfacing with the monitoring systems currently in place for the Hard FM services and checking records on site for both the Hard and Soft FM services.

### **Key Performance indicators**

88. As part of the reporting process a number of new monthly and annual Key Performance Indicators (PI's) have been added to the varied Agreement and have been tied into the Payment Mechanism where non compliance will mean that Fusion will incur financial penalties in terms of a representative percentage of the monthly or annual management fee. In total 27 PI's (7 annual and 20 monthly) have been introduced and focus on the areas set out below.

- Meeting reporting deadlines both monthly and annually
- Ensuring controlled, quick and effective response to reactive maintenance
- Delivery of appropriate management of planned and preventative maintenance
- Fusion's professionalism in dealing with customer enquiries e.g. telephone calls, complaints and feedback from customer focus groups
- The number of visitors to centres and usage by target groups (e.g. people with disabilities, BME groups, and people under 16 and over 60)
- Maintaining good standards of cleanliness throughout the centres
- Ensuring refreshments are available including healthy options.
- Maintenance of Emergency planning records
- Achievement and retention of quality standards such as QUEST and ISO 9001:2000

### **Client structure**

89. The contract will be managed as part of the function of the Council's Environment and Housing Directorate within the Leisure & Wellbeing Business Unit. Once the varied contract is operational, the client team will provide strategic and policy advice to the Council in relation to matters affected by the varied contract.

90. The team will consist of two Council Officers who will manage the performance and ensure the maximised delivery of the varied contract. They will put into practice the systems to develop, monitor, manage and evaluate performance, in line with the overall purpose of being a 'best practice' client. The team will also be responsible for ensuring that statistical returns to other Council departments and external bodies and partners are completed.

### **Plans for the transition from the old to the varied contract**

91. The Council's officers have been working closely with Fusion over the past months to ensure Fusion's mobilisation plan results in a smooth transition from the current management arrangements to the operation of the varied Grant Agreement. Fusion has produced a comprehensive mobilisation plan and Method Statement for how they intend to ensure that the facilities continue to deliver services whilst managing the changes from the old agreement to the new varied Agreement in a seamless and controlled manner.

## **OTHER CONSIDERATIONS**

### **Community Impact Statement**

92. The new arrangements with Fusion go alongside the Council's £12.3 million pound package of improvements to Leisure Centres. Whilst the latter is designed to make the centres more physically welcoming and to address issues such as DDA compliance, the former sets challenging targets for inclusion and participation by the Council's various target groups (such as people with disabilities; BME groups; older people and children and young people).
93. Fusion and the Council have already worked successfully in the past to try and innovate in this area. The Council now offers free swimming to people under 16 and over 60 (as do a number of authorities) but Southwark also offers free swim inductions to people over 60 as well as gym usage for just £1.00. Other innovations include free access to leisure for Looked After Children and their carers.
94. The new arrangement meets statutory requirements for target groups but also sets challenging targets beyond those to find out what people want and remove barriers to participation. The aim is for Southwark and Fusion to work in partnership to continue to innovate and try and offer better value for people who are in most need of good quality sport and leisure facilities at affordable prices

### **Consultation**

#### **Stakeholders**

95. There has been significant consultation with stakeholders in sport, physical activity and health in conjunction with the Sport and Physical Activity Strategy which is currently being drafted. These stakeholders include: the Council's Children's Services Department (specifically Youth and Education); the PCT; sports clubs and sports volunteers; providers of services for people with disabilities (through the Southwark Pro Active Disabilities Sub-Group); Sport England and Southbank University. Points arising from this consultation have been incorporated into the new agreement.

#### Trade Unions and Council employees:

96. The Council has held regular meetings with its trade unions throughout the procurement process. These have been very productive and a positive understanding has been reached.
97. Staff meetings have also been held at which senior management have briefed the workforce at each stage of the process.
98. The full transfer of staff to Fusion is expected to be complete for 3rd August 2009 for the start of the new contractual arrangement.

### **Sustainability Considerations**

99. The new contract has specific requirements in line with the Council's policy of making Southwark cleaner, greener and safer. Specific performance targets for reducing waste and energy consumption are included with in the contract itself.



100. In addition to a targeted reduction in energy consumption, Fusion has agreed Energy Management plans based on Carbon Trust reports. Fusion has also agreed to deliver the Council's recycling targets and is working on becoming environmentally accredited. Energy targets will be reviewed every year and Fusion will have an incentive to beat the target (i.e. minimise energy use) or bear the cost of additional use.

### **Market Development Considerations**

- I. Fusion is a not for profit organisation
- II. Fusion has between 250 and 500 employees
- III. Fusion has a regional area of activity

### **Resource Implications**

101. The management fee proposed can be funded by the Leisure and Wellbeing budget over the seven years and show significant savings, mainly during the last four years.

### **Staffing Implications**

102. As Fusion is the incumbent provider there are no staff implications apart from those covered in paragraphs 51 to 59 and subject to TUPE transfer.

### **Second Stage Appraisal**

103. Initial financial checks were carried out at PQQ stage. A further financial check has now been completed. The results of which state that In the light of the information available, the overall performance and strength is considered to be sound. The company has, therefore, been awarded a low risk status.

### **Conclusions**

104. The Gateway 1 report for this procurement project identified the key objectives for the procurement strategy as being, sustained service improvement, greater Council influence on the service policy and design, improved cost effectiveness and efficiency, greater transparency through more open book accounting and greater flexibility to make changes to the service. Officers are of the opinion that these objectives have been achieved in the process of negotiation with Fusion.

### **Supplementary Advice From Other Officers**

#### **Strategic Director of Communities, Law & Governance**

105. This report seeks the Executive's approval to the variation of the grant agreement with Fusion for the provision of Leisure and Management Services. Whilst Contract Standing Orders provide that a variation of an existing contract at this value can be approved by the Finance Director, as noted in paragraph 13, this decision is referred to the Executive for approval due to the complexity and strategic importance of the decision.
106. The provision of leisure management services is a Part B service under the EU procurement regulations, and as such, is not subject to the full tendering requirements of those regulations. However recent case law and policy

guidance from the EU Commission has suggested that for all procurements (including below threshold and Part B services) there should be adequate advertising to enable the service markets to be opened up to competition, and there is therefore a need to comply with the Treaty of Rome and basic standards for an award of contract. However the European Court of Justice consider that in individual cases, and particularly where special circumstances apply, a contract award might be of no interest to economic operators located in other Member States, and therefore there is no requirement to apply the primary Treaty standards. This report confirms the particular circumstances relating to this variation and why the services cannot be tendered at this stage. Paragraph 10 confirms the informal soft market investigations undertaken, and the lack of interest in these services at this particular time due to the works required at the Leisure Centres, which demonstrates why officers consider it is appropriate to proceed with this variation and delay the procurement of future services.

107. Contract Standing Order 2.3 requires that no steps may be taken to vary a contract unless the expenditure involved has been included in approved estimates, or has been otherwise approved by the Council. Paragraph 85 of this report details the resource implications.

#### **Finance Director**

108. The programmed savings are endorsed by an independent Financial Evaluation report produced by Deloitte. This gives a reasonable assurance that the business plan worked up between the Council and Fusion is robust although the plan does not take into account the impact of any new leisure investment besides that agreed within the current programme. The impact of any future investment strategies on the revenue streams, both income and expenditure, would need to be gauged as and when agreed by the executive.
109. All planned and agreed savings proposals will need to be mirrored within the departmental medium term resourcing strategy.

#### **Corporate Procurement**

110. This is a gateway three report seeking a variation to the current grant agreement with Fusion Lifestyle Ltd (Fusion) said variation being one of scope and time as detailed.
111. It is noted that following the approval by Executive in July 2007 of a gateway one report, a far more protracted negotiation than expected has been undertaken, due in part to information subsequently coming to light pertaining to servicing the pension agreement. This in turn has resulted in the submission of a gateway three report, as opposed to the expected gateway two (new) contract award report. A gateway three report would normally be reserved to the Strategic Director or Finance Director for approval. However, on this occasion the report is being returned to the Executive for the reasons stated.
112. The report details the benefits that will be delivered to the Council as a result of the revised agreement, but concedes that a lack of comparable market data has meant a direct best value analysis has not been possible.
113. Whilst there has been historic concern regarding some aspects of Fusion's performance during the current agreement, the report confirms that these areas

have been satisfactorily addressed and are now included in the key performance indicators. The contract management arrangements that will be undertaken both internally and through a new facilities maintenance contract that has been procured specifically for this purpose are also noted.

114. The report details how the revised agreement is deemed to meet the desired service requirements and improvements, and confirms that a review will be undertaken in 2014 to determine future service requirements and how best they can be delivered.

#### **Reasons for Lateness**

115. The report was delayed to enable external financial advice and verification to be taken into consideration. The report is urgent as further delay would mean a later implementation of the new contract and delay in future savings and benefits being obtained.

#### **Reasons for Urgency**

116. Fusion have allowed the Council access to the leisure centres for the purposes of redevelopment on the proviso that a decision on the future contract is taken before the summer recess. Apart from commitments to their own Management Board, Fusion also have sub-contractors on stand-by for the new contract to whom they have also made assurances that a timely decision, one way or the other, will be made.
117. Delay in implementing a decision will also delay potential benefits and savings from the new arrangement. As well as new performance standards, this also includes investment by Fusion on a refresh and re-launch of the service which is included in the new contract sum.
118. Finally, the Council's Facilities Management Contractor is also on stand-by and has been for several months, pending a decision on when to mobilise.

#### **Background Documents**

<b>Background Papers</b>	<b>Held At</b>	<b>Contact</b>
Gateway 1 Report – Procurement Strategy for the future operational management of Leisure Centres.	Environment & Housing, Chatelaine House, 160 Tooley Street SE1 2TZ	Jay Yeats 020 7525 0891

#### **APPENDIX**

<b>Appendix number</b>	<b>Title of appendix</b>
1	Service Specification

**AUDIT TRAIL**

<b>Lead Officer</b>	Gill Davies, Strategic Director of Environment and Housing		
<b>Report Author</b>	Adrian Whittle, Head of Culture, Libraries, Learning and Leisure		
<b>Version</b>	Final		
<b>Dated</b>	16 July 2009		
<b>Key Decision?</b>	Yes	<b>If yes, date appeared on forward plan</b>	July 2009 (GEN Issued)
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / EXECUTIVE MEMBER</b>			
<b>Officer Title</b>	<b>Comments Sought</b>	<b>Comments included</b>	
Strategic Director of Communities, Law & Governance	Yes	Yes	
Finance Director	Yes	Yes	
Corporate Procurement	Yes	Yes	
Executive Member	Yes	Yes	
<b>Date final report sent to Constitutional Support Services</b>			16 July 2009

**OPEN REPORT**

**Gateway 3: Variation Decision – Leisure Investment and Management  
Programme: Appointment of Leisure Management Contractor**

**Appendix 1**

**LONDON BOROUGH OF SOUTHWARK**

**OUTPUT SPECIFICATION  
FOR THE PROVISION OF LEISURE  
MANAGEMENT SERVICES AT A NUMBER OF  
FACILITIES IN SOUTHWARK**

**Schedule [1]**

**1<sup>st</sup> July 2009 (DRAFT)**

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## **1.0 Introduction**

### **1.1 The Leisure Management Agreement – Key Objectives**

This Specification defines the scope and standard of the management of the Centres and the range and quality of services to the public that Southwark Council requires. All standards within this specification are covered within the Payment Mechanism; this specification should be read in conjunction with the Payment Mechanism.

The Service Provider shall achieve the service standards defined within this Specification throughout the term of the Leisure Management Agreement and, deliver the following key objectives:

- A consistently high quality service
- An affordable, varied, interesting and appealing programme of services and activities which maximises the use of the Centres
- A service which substantially contributes to the key strategic objectives and priorities of the Council, including (health and wellbeing, social inclusion and engaging children and young people in positive activities)
- A high level of Customer care and user satisfaction; and
- Value for money for the Council.

## 1.2 Details of the Centres

Centre	Address	Opened	Floor area (m2)	Facility type	Comments
Camberwell Leisure Centre	Artichoke Place London SE5 8TS		3,749	Wet & Dry	Grade II listed, 25m Pool Sports Hall, Gym Fitness Suite, Dance Studio
Dulwich Leisure Centre	East Dulwich Road London SE22 9AN		3,188	Wet & Dry	Grade II listed, 27m Pool, Gym Fitness Suite & Dance Studio
Elephant & Castle Leisure Centre	22 Elephant & Castle London SE1 6SQ		4,312	Dry	6-court Sports Hall, Gym Fitness Suite, Dance Studio, 2 Squash Courts
Peckham Pulse Healthy Living Centre	10 Melon Road London SE15 5QN	1998	4,510	Wet & Dry	25m pool , Hydro pool, 2 dance studios , a main and small gym, Sunbed Room, Spa Suite, Soft Play, Creche, Meeting and Consulting Rooms, Café
Seven Islands Leisure Centre	Lower Road London SE16 2TU		3,091	Wet & Dry	33M pool Dance Studio, Main Hall, Gym Fitness Suite, Heath Suite: Sauna, Steam, Sunbeds
Surrey Docks Water Sports Centre	Rope Street London SE16 7LL		1,500 est.	Sailing	Sailing, Canoeing, Windsurfing and Power Boating, Conference Rooms
Southwark Park Sports Ground	Hawkstone Road London SE16 2PE		Pavilion 788 Total 21,914	Athletics	synthetic running track, a full-size all-weather football pitch and changing pavilion

## **2.0 General Requirements**

### **2.1 Introduction**

This section contains the General Requirements of the Council.

### **2.2 Health and Safety Management**

#### **2.2.1 General**

##### **Required Outcome**

The Centres shall conform to the highest possible standards of health and safety, comply with all relevant current and future Health and Safety Legislation and guidelines and maximise the safety and security of Users, other visitors and staff.

##### **Performance Standards**

The Service Provider shall maximise its awareness and understanding of the risks and adopt and sustain an attitude of relentless diligence and robust and reliable control. This is essential to minimise risks of injury to people and damage to equipment and buildings.

The Service Provider must comply with all Health and Safety Legislation including but not limited to:

- Health & Safety at Work Act 1974
- The Management of Health & Safety at Work Regulations 1999
- Fire Precautions Act 1971 and the Workplace Fire Precaution Regulations 1997
- The Fire Precautions (Workplace) Regulations 978 and the Fire Precautions (Workplace) (Amendment) Regulations 99
- From the 6th October the Fire Precautions Act 71, The Fire Precautions (Workplace) Regulations 97 and the Fire Precautions (Workplace) (Amendment) Regulations 99 will be revoked and replaced with the Regulatory Reform (Fire Safety) Order 2005.
- Relevant and applicable Governing Body of Sport Guidelines on health and safety
- RIDDOR (Reporting of Injuries, dangerous diseases and occurrences regulations 1995)
- COSHH (Control of Substances Hazardous to Health Regulations 2002)
- Manual Handling Operations Regulations 1992
- PUWER (Provision and Use of Work Equipment Regulations 1998)
- The Workplace (Health, Safety & Welfare) Regulations 1992
- First Aid Regulations 1981
- Disability Discrimination Act 1995
- Managing Health and Safety in Swimming Pools (HSG179)
- The Control of Asbestos Regulations 2006
- The Control of Legionella Bacteria in Water Systems, Approved Code of Practice and Guidance L8

The Service Provider shall operate the facilities in line with the recommendations in the most recent edition of the HSE publication “(HSG179) Managing Health and

"Safety in Swimming Pools" or any document which takes its place. This guidance is not a compendium of legal requirements. (HSG179) Managing Health and Safety in Swimming Pools is intended to help pool operators. HSG179 is supplemented by the requirement under Regulation 3 of the Management of Health and safety at Work Regulations 1999 that employers make a suitable and sufficient assessment of the risks to members of the public to help decide what measures need to be taken.

The Service Provider shall ensure that all visitors and other parties that are not Centre Users (e.g. Sub-contractors, service engineers, suppliers of goods and services, etc) are fully aware of all relevant health and safety rules and procedures and act accordingly.

In providing activities and services involving sport and physical activity, the Service Provider shall be in line with the recommendations in the most recent guidelines produced by the Health & Safety Executive, National Institute for Clinical Excellence (NICE), various National Governing Bodies, the Fitness Industry Association and any other relevant regulatory and/or statutory body. Subsequent generations of health and safety guidelines and regulations that become the National standard will be complied with.

The Service Provider shall undertake risk assessments and provide method statements where necessary, for all aspects of their operations. Review and update them at regular intervals. This shall occur according to the Service Provider's agreed H&S Procedures Manual or following changes to legislation or regulations, building and operational activities, programming/ or services and following any RIDDOR classified incident or accident.

The First Aid equipment and supplies must be checked on a regular and systematic basis, as per the agreed Procedures Manual or when following changes to the regulations, building, activity programming/ or services and following any RIDDOR classified incident or accident.

Safety equipment and systems must be checked on a regular and systematic basis in accordance with the manufacturer's guidelines and recommendations as a minimum and a record shall be made which is available for inspection.

Hazardous materials or activities at the Centres, which are to be used in the provision of the services must be kept under proper control and safekeeping and are properly and clearly labelled on their containers and comply with the relevant COSHH regulations. COSHH assessment sheets should be reviewed and updated when necessary.

There shall be full and comprehensive fire and evacuation procedures. The Service Provider shall be responsible for ensuring the Centres' fire and evacuation systems and equipment are maintained to relevant standards and regulations.

The Service Provider shall produce, maintain and comply with a Health and Safety Procedures Manual for agreement by the Council. This shall be available for inspection by the Council's relevant health and safety officer or other authorised persons at any time

The Service Provider shall arrange for an independent audit of health and safety procedures and systems and facilities according to a frequency and methodology agreed with the Council and any changes as a result of new legislation.. The Service

Provider shall make the findings available to the Council. The service provider should meet with the Council, as a minimum on a quarterly basis with the Council to specifically discuss health and safety issues, planning and practices and review performance.

The health and safety policy and procedures must, as a minimum, specifically address the following issues:

- establishment and implementation of safe systems of work, including, where necessary, implementation of Permit to Work systems
- nomination of a designated health and safety officer at each facility
- production, management and review of risk assessments
- fire safety, including inspection and testing of safety equipment and systems
- safety of electrical equipment and systems
- control of substances hazardous to health
- provision and management of first aid services
- management of safety in swimming pool areas
- training of staff
- provision and management of personal protective equipment
- management and reporting of accidents and incidents
- approach to the issue of the protection of children and vulnerable adults, including screening of staff
- management of the personal security and safety of staff and members of the public
- water risk management
- management of pest control
- management of food safety and food hygiene
- management of subcontractors and other third parties undertaking activities at the Sport Centre
- creation and review of a business continuity plan

## 2.3 Disability Discrimination

The Provider shall comply with the requirements of the Disability Discrimination Act (DDA) 1995 (or as amended).

Leisure Centres must comply with approved Building Regulations 2000 document Part M: - 'Access to and use of buildings' (2004 edition) (including Technical memorandum 2005) and referenced good practice identified in Sport England's Design Guidance notes 'Access for Disabled people.'

The 1995 Disability Discrimination Act requires there to be no discrimination against people with disabilities in employment or in receiving services. All new facilities provided after April 2002 have to be created in accordance with the DDA.

The DDA Code of Practice (April 2002) states that compliance with the Approved Document to Part M of the Building Regulations (Access and Facilities for Disabled People), 1999 edition, is an acceptable standard. However, the Act recognises that Part M does not go far enough and other guidance and standards are required for items not covered. The latest and most comprehensive best practice guidance is contained in British Standards BS: 8300 published in November 2001 and BS5588 1999 – Means of escape for disabled people. Other sources of guidance include the Royal National Institute for the Blind, the Royal National Institute for the Deaf, and the Centre for Accessible Environments and government bodies such as the Department of the Environment, Transport and Regions.

Compliance with the spirit of the DDA is dependent on policies, procedures, methods of service delivery and the built environment. In guidance to planning authorities, the Office of the Deputy Prime Minister recommends that Access Statements are prepared, particularly for larger or significant developments. These ensure that disability access is included within the developments as an integral element forms the early stages and not treated as an 'add on' at a later date.

For these reasons, the Provider shall provide an Access Statement to provide an overview is what is intended. The statement should have enough principles and detail how the needs of disabled will be catered for, including the following;

- Wheelchair users
- Mobility Impairments
- Dexterity Impairments
- Vision Impairments
- Hearing Impairments
- Learning Disabilities

The statement should deal with the various issues involved, including;

- Getting to the premises
- Entering and Being Received
- Moving Around and Way finding
- Receiving Information
- Spectating
- Participating
- Working
- Exiting (including in Emergencies).

The Service Provider has identified within a schedule of derogations (please see section 6.0) where the Leisure Centres are unable to meet DDA requirements. The Service Provider shall endeavour to provide an alternative plan and assistance using their staff where ever possible to meet DDA requirements.

## **2.4 Quality Assurance**

### **Required Outcome**

The Service Provider shall aim to achieve high standards of service on an ongoing basis as verified by independent and objective assessment, for example by obtaining QUEST accreditation and attaining ISO9001: 2000 at all the Centres. Once the accreditations have been attained, the systems shall be maintained, updated and audited according to quality assurance processes and procedures.

### **Performance Standards**

The Service Provider must achieve and then maintain Quest Accreditation as described in the Payment Mechanism at Part 5 paragraph 3. The Service Provider must achieve and then maintain ISO 9001:2000 within 12 months of commencement of the Agreement at all Centres. We would strongly encourage the Service Provider to gain Investors in People, the Environmental standard 14001:2004, the Health and Safety standard OHAS 18001 and the Inclusive Fitness Mark (where feasible).

#### **2.4.2. Quality Procedures**

The Service Provider shall institute, and maintain throughout the Agreement Period, a properly documented system of quality control. This will be designed to ensure that the operation of the Sport Centre is properly undertaken. The Council's Representative shall be allowed access at all times to the records kept by the Service Provider as part of its quality control system.

## **2.5 Licences**

### **Required Outcome**

All relevant Licences, including interalia Television Licences, Entertainments Licences, Music and Dancing Licences, Phonographic Performance Limited, Performing Rights Society, and bars and catering licences required for the operation of the Centres shall be obtained and maintained in accordance with the relevant statutes and local conditions.

### **Performance Standards**

The Service Provider shall, if requested by the Council, arrange for the transfer of any Licence to the Council or any organisation nominated by the Council.

In the event of any changes to Licensing legislation the appropriate Licenses will be agreed by the Authorities Representative.

The Service Provider shall ensure completion of all relevant returns and payments of fees due for all Licences and the Service Provider will indemnify and keep the Council indemnified against any claims as a result of the Service Provider's failure to pay such fees.

The Service Provider shall comply with the conditions of any Fire and Electrical Certificates.

## **2.6 Staffing / Human Resources**

### **Required Outcome**

There are sufficient staff that are appropriately skilled, trained, qualified and experienced at all the Centres and the Service Provider's back office operation throughout the duration of the Agreement. As a consequence the Centres will be safe, high quality, welcoming and an inclusive experience for all Users, time after time.

### **Performance Standards**

The Centres shall only be staffed by sufficient persons of appropriate skills, ability, qualifications and experience to deliver the Services required by this Specification in full. This shall include all maintenance, cleaning, catering, pest control, security and window cleaning.

The Service Provider shall comply with the current employment and other associated legislation, guidance and best practice including Child Protection, Equal Opportunities, the EU Working Time Directive and the National Minimum Wage and other national guidance (and any future updates that become the national standard).

Staff employed to give instruction in sport and physical activity must be qualified to the appropriate level according to the relevant Governing Body guidelines for the sport/activity.

The Service Provider shall ensure that a minimum of one appropriately qualified fitness instructor is present in the cardiovascular and resistance training gym at all times of operation. This is to ensure the Health and Safety of all users and to provide exercise advice and assistance to users as required.

The Service Provider shall ensure that sufficient numbers of appropriately qualified lifeguards are present to supervise swimming pools in the Centres at all times of operation in accordance with the current Health and Safety guidelines for swimming pools. In that regard, the Service Provider shall ensure the correct ratio of lifeguards to swimmers is maintained at all times of operation, taking account of age and ability



differences. All swim teachers are to have the appropriate ASA qualifications and ensure that there is the correct ratio of teachers to pupils at all times.

The Service Provider shall ensure that all staff including temporary staff undergo an induction, and regular training including disability awareness and diversity training, appropriate to their roles, responsibilities and technical requirements, in order to ensure the highest possible standards of service and safety and fulfil the requirements of this specification. The Service Provider shall also ensure that, where necessary, staff shall be appropriately qualified and update these qualifications as necessary. The Service Provider shall notify the Council in advance of any proposed changes to the agreed staffing structure, roles and responsibilities a minimum of three months in advance of implementation for agreement by the Council.

The Service Provider will be required to appoint a Contract Manager to be its Contractor's Representative. The Contractor's Representative shall consult with the Council's Authority's Representative as often as may reasonably be necessary for the effective provision of the services and attend meetings on a regular basis, as further described in the Agreement.

The Service Provider shall provide sufficient reception staff for the Centres' Minimum Opening Hours. Please see appendix 2 for the Minimum Opening Hours. The reception desks shall be appropriately staffed at all times the Sports Centre is open to the public. Reception staffing levels and access control procedures at times of peak demand shall be such that customers are able to gain access without unreasonable delay.

The Service Provider shall provide staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Specification and provide the Services in a safe and effective manner.

Appropriately qualified and experienced persons or subcontractors shall carry out all maintenance works.

In respect of all persons employed or seeking employment, the Service Provider shall comply with the provisions of all employment legislation including Equal Opportunities, the EU Working Time Directive and the National Minimum Wage.

The Service Provider shall be entirely responsible for the employment and conditions of service of the employees and shall implement a scheme for the continued assessment and development of staff.

The Service Provider will be required to appoint an overall representative in accordance with the Agreement ("Fusion's Representative"). Fusion's Representative shall consult with the Council's Authorised Representative as often as may reasonably be necessary for the effective provision of the Services and attend meetings on regular basis.

The Service Provider 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 Service Provider to employ sufficient reserves of staff to provide these high standards in times of sickness, leave, training and other absence form work.

The Service Provider is expected to ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including

refresher and more advanced courses) to achieve qualifications. A staff handbook should highlight the requirement for regular staff training (including refresher and advanced courses).

The Service Provider shall produce a Child and Vulnerable Adults Protection policy and procedures in accordance with the guidelines contained within the London Child Protection procedures (and any future updates that become the accepted standard). This shall include the procedure to be followed in the event of both inappropriate behaviour by a member of staff towards a child, young person or vulnerable adult and formal allegations made against staff members by Users of the Sports Centre. The Sports Centre shall display its Child Protection and Vulnerable Adult policy for public information purposes.

A staff code of conduct shall also be produced that sets the requisite standards of behaviour by staff towards children, young people and vulnerable adults.

Training in Child Protection shall form part of the Service Provider's staff induction and ongoing training programme. This will equip staff to identify children, young people or vulnerable adults at risk and inappropriate behaviour towards children, young people and vulnerable adults by adults (parents, carers and guardians).

The Service Provider shall also appoint a Designated or Named Person (and Deputy) for Safeguarding Children and Vulnerable Adults within the Sports Centre. This person should be suitably qualified, trained and hold sufficient autonomy and status to manage staff conduct related issues, make referrals to Children's Social Care and/or the Police Child Abuse Investigation Team, including instances surrounding allegations against staff, as necessary and appropriate.

The Service Provider shall ensure that all staff employed to work on the Agreement that may come into contact with children, young people and other vulnerable people have their personal records formally checked through the Criminal Records Bureau (CRB). Enhanced disclosure is required for all such employees. The Service Provider shall so far as he is lawfully able to, disclose to the Council's Representative the names of his employees who either will not agree to a disclosure application being made or who has convictions disclosed by the CRB or otherwise known to The Service Provider including details of the conviction(s). The Council shall have the right to require such employees to be removed from provision of the Service.

The Service Provider shall not, without the prior written approval of the Council, employ on this Agreement any person who discloses any previous conviction or convictions or about whom such disclosure is made by the CRB.

The Service Provider shall ensure that its recruitment and selection policy and procedures take account of its obligation under the Rehabilitation of Offenders Act and Safeguarding Children. This shall include the requirement for job applicants to disclose criminal convictions and the need to produce a disclosure certificate from the Criminal Records Bureau.

The Service Provider shall ensure that all staff employed by 3rd party service providers that deliver services and activities at the Sports Centre (such as independent sports clubs) are suitably qualified; CRB checked in accordance with their roles and responsibilities and have their own Safeguarding Children and Vulnerable Adults policy and procedure in place.

## **2.7 Reporting Requirements**

### **2.7.1 General Reporting**

#### **Required Outcome**

Provision of accurate, timely and clearly and well-presented performance and other information as set out below in Table 2.7.2 (Service Delivery Plan and Annual Review Report) and Table 2.7.3 (Monthly Review).

#### **Performance Standards**

The Service Provider shall ensure that all performance and other information is submitted to the Council in accordance with the required format and at the scheduled time.

The Service Provider shall ensure that information for release to the Council is at all times accurate and quality assured in accordance with a formal system of control.

The Service Provider shall comply with all reasonable requests for additional information (i.e. above and beyond that specified in the schedules below) and quality assures the same.

The Service Provider shall be required to attend monthly meetings with the Council's Authorities Representative in order to discuss the Service Provider's performance and management of the Service including usage, finance (i.e. income and expenditure), equalities and access issues, building repairs and maintenance, health and safety (incidents and risks), marketing and communications and performance failures.

The Service Provider shall conduct these meetings in a constructive, positive and open manner and use them as opportunities to share information with the Council, debate and resolve issues which affect or potentially affect the Service and agree areas for improvement or other significant changes to the Service.

The Service Delivery Plan shall be supplied 3 months prior to the Contract year (Council's Financial Year) then annually from thereon (i.e. three months prior to each Contract Year). For the avoidance of doubt the Service Provider shall supply an Annual Review Report 1 month after the start of each Contract Year to enable the Service Provider to compile the actual figures and costs, as detailed in Table 2.7.2 (Service Delivery Plan and Annual Review Report), for the previous year. The Annual Review Report shall contain all data for the previous 12 months but will otherwise cover the same items as the Service Delivery Plan.

### 2.7.2 Service delivery Plan and Annual Review Report.

<b>Finance</b>	SDP Detailed expenditure and income forecast Contract fee for forthcoming year Fee per Centre (including apportioned central o/head / profit / indirect costs) Total Central overhead costs  ARR Contract fee received and penalties incurred per site and total for contract Summary of any loss of income claims Expenditure and income forecast vs. actual comparison
<b>Contractual</b>	SDP Proposed changes to the delivery of the contract Re confirmation of opening hours Up to date certification, insurances etc  ARR Agreed changes undertaken and outcomes Details of number of late openings and reasons Details of service closure and reasons
<b>Key Performance Indicators</b>	SDP Proposed targets for forthcoming year Quality assurance programme (acquisition or renewal).  ARR End of year totals Trend analysis of usage figures and KPI Quality assurance programme review
<b>Marketing &amp; Communication</b>	SDP Marketing and Development Plan Activity and development programme Fees and Charges policy and proposals Proposed dates for User Group Meetings Most recent Customer Care Plan  ARR Review of the Marketing and Development Plan Review of activity development programme Review of the outcomes of User Group Meeting and actions taken

<b>Maintenance</b>	<p>SDP  Submission of "The Detailed Programme"  Updated Planned Preventative Maintenance Programme  Updated Inventory  All planned preventative maintenance including programme of work, frequency and timing and Service Provider's monitoring and review procedure.  Energy Consumption against target consumption for the year per Leisure Centre in KGS/CO<sup>2</sup>/m<sup>2</sup> per annum costs</p> <p>ARR  Review of "The Detailed Programme"  Review of PPMP e.g. percentage of works completed, cost against estimate etc  Updated Inventory  Energy Consumption against target consumption for the year per Leisure Centre in KGS/CO<sup>2</sup>/m<sup>2</sup> per annum costs</p>
<b>Health &amp; Safety</b>	<p>SDP  List of planned audits for the year  Changes to practices affected by the introduction of new legislation</p> <p>ARR  Results of H&amp;S audits and actions taken  Review of Accidents, incidents and Dangerous Occurrences including trend analysis and recommendations for improvement</p>
<b>Staffing</b>	<p>SDP  Updated training plan specific to GMH Contract  Updated version of head office contact list  Updated organisation chart  Updated organisation breakdown e.g. no of employees etc</p> <p>ARR  Review of training completed within the Southwark Contract</p>
<b>General</b>	<p>Review of Priority Organisations  Any other information the Service Provider deems necessary.</p>

### 2.7.3 Monthly Review

An executive summary

Financial - Detailed expenditure and income (Trading account) on a Centre by Centre basis. Cost of overheads / profit / indirect costs and apportionment to Centres

Performance monitoring – progress and trend analysis of usage targets and performance indicators (see appendix XXXXX),

Customer feedback – details of comments, complaints and responses, survey results.

Marketing and communications – forthcoming events and promotions, review of past promotions, progress against plans

Health & Safety - (RIDDOR) and other serious incidents (e.g. security breach)

Utility Services - Energy Usage and utilities figures with trend analysis

Agreement non-compliance - (i.e. failures to maintain service standards

Cleaning and maintenance – details of monitoring, update on maintenance (lifecycle, PPM reactive) completed and outstanding.

Staff – update on any issues, training and changes that have taken place

Disruptions to service – late opening or closure of the service.

Current Community Sports Balance

Report is to be submitted on the Friday beforehand.

Contractual – agreed or proposed contract or programming variations,

General site management and such other information that may be required by the Council

All information to be collated and submitted by the 12<sup>th</sup> day of each month. When the 12<sup>th</sup> day should fall on a weekend then the Monthly

## **2.7.4 Major Incident Reporting**

### **Required Outcome**

The Council's minimum requirements in the event of a major incident are as follows. The Service Provider shall (in addition to complying with its obligations in the Agreement):

Notify the Council within 1 hour from the time the incident occurred and provide a full brief in writing by no later than 24 hours after the occurrence.

Undertake a formal, critical evaluation of the incident to identify key causal factors and provide the Council with the findings.

Undertake remedial measures and any other action to prevent a recurrence and monitor and review the situation as appropriate.

In the event the Council is required to undertake an investigation into an incident, then the Service Provider shall fully comply with the investigation and any reasonable requests for information and attend any associated meetings as required.

### **Performance Standards**

A major incident includes:

- RIDDOR classified events
- Physical assault on customers or staff
- Discriminatory abuse on customers or staff
- Security breach (e.g. Centre break-in)
- Major accidental or other damage to plant, equipment or building (i.e. giving rise to health & safety risks and/or threat to service continuity)
- Major plant or other building failure (i.e. giving rise to health & safety risks and/or threat to service continuity)
- Fire, flood, hurricane and other acts of God
- Industrial action
- Food Poisoning

## **2.8 Records and Open Book Accounting**

### **Required Outcome**

The Service Provider shall ensure the Council is kept fully informed of the financial performance and health of the business by routinely sharing all relevant information and as and when requested and in accordance with its obligations in the Agreement.

### **Performance Standards**

The Service Provider shall keep records in accordance with best accountancy practices with respect to the Agreement, showing in detail all costs and income, which form the Service Provider's Trading Account such as:

- All operational costs (direct and indirect) annual basis
- All operational income from third parties and other sources
- Central/Administrative overheads
- Any contribution to profit
- Payments to Sub-contractors and suppliers
- Irrecoverable VAT and other tax liabilities
- The revenue consequences of any capital expenditure, such as financing charges

Details of Capital expenditure and any other costs relating to the Agreement shall also be maintained.

In addition, The Service Provider shall procure that the following are maintained and available for inspection by the Council (and its advisers) upon reasonable notice, and shall present a report of them to the Council as and when requested from time to time.

- a full record of all incidents relating to health, safety and security which occur during the term of this Agreement; and
- Site health and safety records including fire and the asbestos management plan.
- full records of all maintenance procedures carried out during the term of this Agreement,
- The Service Provider shall permit all records referred to in this paragraph to be examined and copied from time to time by the Council's auditor and their representatives and other representatives of the Council who reasonably require access to the same.
- The records referred to in this paragraph shall be retained for a period of at least five (5) years after the Service Provider's obligations under this Agreement have come to an end.
- upon termination or expiry of this Agreement, and in the event that the Council wishes to enter into another Agreement for the operation and management of the Sports Centre, the Service Provider shall comply with all reasonable requests of the Council to provide information relating to the Service Provider's costs of operating and maintaining the Sports Centre.

In the event of any failure by the Service Provider to comply with the requirements of this paragraph the provisions of the Payment Mechanism shall apply.

## **2.9 Helpdesk and Property Database**



The Service Provider shall provide and operate a computerised Helpdesk system. The system shall include a property database, planned preventative maintenance schedules and a performance management element. The system should be capable of recording and storing information on all the existing and new structures of the Leisure Centres, plant, materials, components, fittings and formulating PPM plans, The helpdesk system shall also be able to record all reactive requests and tasks, issue a work request on input of the data, advise on the response and rectification periods, once the request has been recorded. The whole system should be able to be set up in such a way that the Council have read only access to the system, for four concurrent users, with up to ten users in total.

The following shall be recorded on the property database:

- Asset registers for the Sports Centres, which would be updated as and when alterations and new works are carried out.
- An Equipment Inventory which shall be completed annually and agreed with the Council. There will be an initial inventory agreed on the date of handover for full services commencement dates.
- Energy management and monitoring programme

The minimum requirements to be logged on the database is as follows

- Contact information of the manufacturer/importer/agent/supplier
- A unique identification code comprising a building code, location code, equipment type category, and unique number, to be specified on the asset concerned (label, details plate, etc) and used in the Property Database.
- 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
- Drawings and plans

## **2.10 Helpdesk Operation**

### **Type of software**

The Service Provider shall use and maintain an extranet-based FM software tool such as COINSFM or CAFM. Such a system shall support key business and functional processes, such as:

- Appointments and scheduling.
- Monitor and manage the progression of a job.
- Operative's administration, for example task sheets, document management and diaries.
- Planned, preventative maintenance work.

### **Operation of the Helpdesk**

The helpdesk arrangements shall include procedures for receiving and managing breakdown calls during and outside normal working hours.

The information contained within the system shall be used to provide a number of reports, which clearly identify performance in a given period, as well as containing the relevant technical and financial information to maintain an asset database.

### **Callouts Out of Hours**

The Service Provider shall provide 24-hour cover and all out of hours breakdown requests shall be routed to the relevant party.

All calls received shall be dealt with, recorded, and passed to the Service Provider's Area Maintenance Manager and the Centre Management the following morning.

### **Escalation of Emergencies**

Out of hours, the engineer attending the emergency shall contact the relevant specialists directly.

The engineer originally called shall remain on site until the work has been completed.

If the problem cannot be rectified during the visit, (due, for example, to a parts requirement), the area shall be made safe and the engineer shall inform the Service Providers Area Maintenance Manager, of the current status and supply relevant information to facilitate completion of the works as soon as possible.

### **Management of PPM**

The software system shall operate pre-planned maintenance which shall manage the future maintenance work of one-off or recurring tasks (i.e. daily, weekly, monthly, quarterly etc).

The PPM Process schedules system shall generate and electronically transfer work orders to the engineers PDA device, approximately a week before the PPM visit is due. The system shall also e-mail work orders to sub-contractors in accordance with the timescales set out within SLA's.

**Read-only access provision for the Council**

The FM system shall be web-based and enable the Council to have read-only access into the PPM scheduling and reactive maintenance system so that LBS can monitor work flows and performance on a real time basis.

**Training for staff who will operate the Helpdesk**

All employees who interface with the Helpdesk system shall be trained in its use. In particular in relation to the Helpdesk, staff shall receive telephone training for receiving and making calls.

**Reporting capabilities of the Helpdesk**

The web-based FM system to be implemented on this contract shall be programmed with the individual requirements of the Southwark Leisure Management contract.

**Asset Register**

The web based FM system shall be used to create and maintain an asset database for each of the seven sites within this contract.

The asset register shall form the basis of the web-based FM software system against which work orders and maintenance tasks will be initiated and the asset condition updated automatically once work has been carried out and the asset re-lived according to the works carried out.

**Use of PDAs**

The FM software systems shall allow the maintenance engineer at the facility to verify and complete each PPM task received to their PDA. This information shall be immediately transferred back to the server where upon the client's contract details are immediately upgraded accordingly. This facility should also encompass reactive calls, emergency works and indeed project capabilities.

The Council shall be provided with a number of PDA's (3), so that they are able to audit and log faults directly on to the help desk system.

## **Interface with subcontractors' systems**

Where possible, the Service Provider shall work with their FM partners to cascade the FM system down the supply chain to specialist sub-contractors. Where this cannot be the case reports from sub-contractors shall be placed into the FM system by our FM partner so that the asset database is continually maintained and up dated.

## **Information Required from the Council**

The Council will supply the following information upon handover:

- CDM information once Works have been completed. Sets of drawings, showing the general arrangement, the structure, all services, sewers and drainage as constructed and installed.
- 
- Operating Manuals once Works have been completed for all mechanical and electrical systems
- 
- Certificates or other formal confirmation from the appropriate bodies or authorities that all the installations, equipment and components have been properly completed and tested and that they meet the required standards.

## **2.11 Management Information System**

The following system is required:

### **2.11.1 Point of sale**

- State of the art system that enables quick and efficient customer and data processing and sophisticated and accurate management information
- Record all transactions and details of the transaction; time, date, activity, activity price, income, place of transaction, personal details of users, system operator, etc.
- 'Read' and record all leisure and membership card transactions
- Issue leisure and membership cards at point of sale (within the shortest possible time) and capture an image of the customer
- Produce management reports on visits (total and by category of user and activity), income, user profiles, etc
- Take bookings for activities and services in advance (in person, by telephone and via the Service Provider's Website) according to demand and availability (includes block bookings).
- User friendly and failsafe to minimise risk of operator error
- Networked, to enable centralised data collation and analysis

The point of sale admission system should comprise:-

- Pre-programmed activity/product file, pricing structure and integrated leisure card holder/membership data base.
- Robust and easily maintained swipe card reader mechanism.
- Point of sale leisure and membership card processing function. Permanent card to be issued to the customer within 3 minutes of the customer handing over a

completed leisure card application form to the receptionist (i.e. from the commencement of the leisure card processing function).

The whole system should be able to be set up in such a way that the Council have read only access to the system, for four concurrent users, with up to ten users in total.

### **2.11.2 Management Information**

The MIS shall be protected against unauthorised use through an in-built access control and security system. However this should not render the system inaccessible or unwieldy for authorised users-

The whole system shall be set up in such a way that the Council have read only access to the system, for four concurrent users, with up to ten users in total.

### **2.12 Management Information and Telephone System**

The Service Provider shall provide a management information and telephone system that is able to assist with all customers matters relating to the leisure services. This system shall work in tandem with the Service Provider's customer care policies and procedures and any others that are relevant to the provision of this service. The following are key deliverables:

Bookings for classes and facilities made by customers who telephone or request a booking at the reception desk shall be dealt with in a seamless manner. All the relevant information regarding the booking is taken and includes contact details.

Complaints to be reported and actioned within the relevant time frames, including complaints about the cleaning and maintenance of the facilities.

Faults reported by the Customer shall be actioned appropriately.

Emergencies and events are facilitated by the Service Provider

The customer shall not be left waiting and the telephone is answered within 15 rings or one minute. If the person handling the call is very busy, the call shall be transferred to the Centre Manager or 'A' another, who is able to answer the call and provide the relevant information.

Voicemail and answering services are only in use when the Leisure Centres are closed.

## **2.13 Lifecycle Maintenance**

### **Required Outcome**

The Centres shall achieve their full economic life and the highest possible quality of facility provision, appearance and functionality throughout the Contract period.

### **Performance Standards**

In accordance with the Agreement, the Service Provider shall provide a Lifecycle Plan showing all works necessary to maintain facilities at the Centres in accordance with the Building Requirements. This Plan (the “agreed Lifecycle Plan”) shall be provided prior to commencement of the Contract for a term of 25 years with a Detailed Programme being provided 3 months before the start of each Contract Year detailing the following;

- Works for the following 3 years with estimated costs against each item (“the Lifecycle Programme”)
- The Lifecycle Programme is also to be reviewed annually in order to produce the “Annual Programme” which sets out the works for the forthcoming year.

The Council and their Agents shall consider the Annual Programme and will approve funding from the Maintenance Fund as detailed in 15.3 of the Agreement for those Works deemed in accordance with the programme and necessary to maintain the facilities in the Council’s opinion (the “Agreed Works”).

For the avoidance of doubt, Lifecycle Works shall be deemed to be a significant and/or wholesale replacement of an area of fabric or plant and shall not be deemed to include for normal repairs and maintenance. The Council requires that the agreed Lifecycle Plan will indicate all necessary expenditure and the year in which it will be implemented and will not consider applications for replacement of plant or fabric prior to the agreed programme without a full maintenance history of same and full supporting documentation justifying the early replacement.

The Service Provider shall then undertake the Agreed Works to the Agreed Programme and drawdown funds from the Maintenance Fund on completion of such works or at dates agreed with the Council. The Council may implement Works using an alternative Service Provider and will be able to use funding from the Sinking Fund if, in the opinion of the Council, better value can be achieved from same.

The Lifecycle Plan and maintenance of assets shall be in accordance with Appendix 7 Maintenance standards. All maintenance should be to the standards in Appendix 7.]

### 2.13.1 Residual Life

The Provider shall ensure that the Lifecycle Works are programmed such that at the end of the contract term the following elements have the residual life left:

Payment mechanism:

Item	Peckham Pulse		Seven Islands		Camberwell		Elephant & Castle		Dulwich		Surrey Docks	
	Site Age	Proposed Change	Site Age	Proposed Change	Site Age	Proposed Change	Site Age	Proposed Change	Site Age	Proposed Change	Site Age	Proposed Change
Structure / Frame Of Buildings	11	49	39	21	120	0	42	18	120	0	21	39
Structural External Walls	11	49	39	21	120	0	42	18	120	0	21	39
Roof & Cladding Finishes	11	19	39	0	120	0	42	0	120	60	21	9
Drainage Installations	11	49	39	21	120	0	42	18	120	0	21	39
Windows & External Doors	11	19	39	0	120	0	42	0	120	0	21	30
Heating & Ventilation Systems	11	14	39	0	120	0	42	0	120	25	21	25
Mechanical / Electrical	11	14	39	0	120	0	42	0	120	25	21	25
Lifts	11	14	39	0	120	0	42	0	120	25	21	25
Pool Tiling	11	19	39	0	120	0	42	excluded	120	25	21	n/a
Pool Filtration & Pool Water Treatment Systems	11	25	39	0	120	0	42	excluded	120	25	21	n/a

#### National Building Industry Benchmark

Structure / Frame Of Buildings	60
Structural External Walls	60
Roof & Cladding Finishes	30
Drainage Installations	60
Windows & External Doors	30
Heating & Ventilation Systems	25
Mechanical / Electrical	25
Lifts	25
Pool Tiling	30
Pool Filtration & Pool Water Treatment Systems	25

The Provider shall complete the table for each Leisure Centre within a reasonable timescale after Contract Commencement indicating the residual life that will be provided based on the Provider's Lifecycle Plan.

## **3.0 Leisure Management Services**

### **3.1 Services**

#### **3.1.1 General**

##### **Required Outcome**

The provision of an exciting, innovative, varied, balanced and high quality Programme of services and activities that meets the needs of the local communities and other stakeholders and is responsive to changing demands and trends in participation.

As a consequence the Centres will be appealing and accessible to anyone that wants to use them and usage will be maximised (including by Priority Groups and Organisations) for the duration of the Agreement.

##### **Performance Standards**

The Service Provider shall provide a programme of services and activities, which includes the Council's Core Activities as set out at Appendix 3 and the requirements of Priority Groups, which are set out in Appendix 4.

The Service Provider shall ensure that its programming policy shall take account of the diverse social and cultural context and needs of residents in Southwark. The Service Provider shall also take account of relevant local strategic developments and initiatives that are lead or supported by the Council, from time to time and national strategies and plans for sport, as appropriate, when formulating its programme.

The Service Provider's strategy shall be to maximise access to the Centre and increase the number of visits by all sections of the community and in particular by the Council's Priority Groups. These typically have a greater need for services that can improve health, well being, life chances and quality of life in general.

The Service Provider shall also develop the programme of activities continually over the duration of the Agreement for congruence with demographic changes in the community and needs of local people.

The Service Provider shall ensure that third party clubs, classes and instructors have the appropriate qualifications, hold the appropriate insurances, documentations and have carried out CRB checks. The Service Provider shall ensure that such activities will not bring the Council into disrepute or have an adverse affect on the Council's reputation. Clubs should be affiliated with a recognised clubs or organisations and either have or are working towards charter mark.

The list of Priority Groups should be considered as part of the ongoing programming and service delivery requirements. However the Council wishes to work with the Service Provider to develop appropriate criteria for assessing and prioritising these organisations in the future. The criteria will be discussed with the Service Provider.



### **3.1.2 Priority Groups**

#### **Required Outcome**

The Centres will be fully open and accessible to the Council's Priority Groups who will be encouraged, incentivised and supported to use the Service by the Service Provider. The number of individual users and frequency of visits by people from Priority Groups will increase over the duration of the Agreement.

#### **Performance Standards**

The Service Provider is required to maximise access to the Centres and participation in sport and physical activity by the Council's Priority Groups throughout the duration of the Agreement. The Priority Groups are as follows:

- Those receiving unemployment benefit
- BME groups
- Registered Disabled
- Students (In full time education)
- Senior citizens (over the state retirement age)
- Families on income support
- Registered Refugees and Asylum Seekers
- Children and Young People (in particular those aged between 8 and 19)
- Looked After Children

### **3.1.3 Priority Organisations**

#### **Required Outcome**

The Centres will be fully open and accessible to the Council's Priority Organisations who will be encouraged, incentivised and supported to use the Service by the Service Provider. The number of individual users and frequency of visits by people from Priority Organisations will increase over the duration of the Agreement.

#### **Performance Standards**

The Service Provider is required to maximise access to the Centres and participation in sport and physical activity by the Council's Priority Organisations throughout the duration of the Agreement. Priority Organisations are considered those who provide access to clubs and sessions targeting the Council's Priority Groups. At the end of each contract year the Council and the Service Provider are to revise the list of Priority organisations and the criteria for selecting them

## **3.2 Pricing**

#### **Required Outcome**

A pricing policy and structure which shall maximise income in order for the service to be viable and sustainable and also maximise access so as to make a significant contribution to improving the quality of life of local people, especially those in greatest need.

The pricing structure should include a range of charges from the going market rate to discounted rates. Discounted rates should be targeted at the Council's high priority groups as detailed in 13.1.2.

The pricing structure should also be flexible by allowing customers a choice of service and payment options, including, as a minimum, annual membership by direct debit and pay and play.

### **Performance Standards**

Except for the Council's Core Prices, the Service Provider shall have discretion to set and vary prices as it sees fit providing that such prices help to achieve other key requirements of this Agreement. These include maximising income and income growth and year on year increase in visitor numbers, especially by disadvantaged groups.

The Service Provider's pricing policy and structure shall make a positive contribution to this.

The Service Provider shall consult the Council before varying any prices or the pricing policy and structure. The Service Provider may not vary prices more than once within a 12 month period without the approval of the Council.

The Council shall have discretion to determine the prices for certain activities in keeping with its policy of reducing barriers and broadening access to sport and physical activity. Appendix 5 sets out the Council's Core Prices.

The Council shall consult the Service Provider about any proposed changes to its Core Prices and the Service Provider may also propose changes for the Council's consideration. Core Prices shall be increased/decreased in line with the RPIx and rounded up or down to the nearest £0.10, unless otherwise stipulated by the Council.

The Service Provider shall ensure that the prices are publicised so as to maximise public awareness. Information on prices shall, as a minimum, be available at all times in all the Centres and the Service Provider's website and be kept up to date. The public shall be notified of any change in prices a minimum of 30 days in advance of implementation.

## **3.3 Opening Hours**

### **Required Outcome**

The opening times shall enable the viability and accessibility of the Centres to be maximised. To achieve this and accommodate the various needs and lifestyles of people in the community, the Centres shall operate a span of daily opening times from very early in the morning to late in the evening, seven days a week and 365 days a year, with the possible exception of public holidays.

### **Performance Standards**

The Service Provider shall ensure that during each year of the Agreement the Centres are open to the public in accordance with the minimum opening times. The minimum opening times are set out at Appendix 2. The Service Provider may extend

or reduce the minimum opening times but only with the prior approval of the Council. The Service Provider shall give the Council a minimum of 3 months advance notification of any proposed changes to the minimum opening times and the reasons behind the proposed changes.

Opening the Centres on Public Holidays and the times of opening on these days shall be at the Service Providers discretion, taking full account of need and demand and operational considerations at these times to ensure best value for the Council and users of the service. The Service Provider shall give the Council a minimum of 3 month's advance notification of the proposed opening hours on Public Holidays.

Following any agreement with the Council to amend the minimum opening hours, the Service Provider shall ensure appropriate arrangements for maximising public awareness of the changes, commencing a minimum of 1 month in advance of implementation.

In the event of delayed opening or early closure of the Centres or part thereof, owing to unforeseen or emergency conditions, The Service Provider shall inform the Council immediately (within one hour of the failure or closure coming to light);

### **3.4 Programming Requirements**

#### **Required Outcome**

#### **3.4.1 Southwark Community Games**

Southwark Community Games is a year round programme of sports coaching and competition for young people between 8- 16yrs this takes place in the local community on housing estates, parks and open spaces, community centres and leisure centres.

#### **3.4.2 Community Sport Development**

Community Sport Development is a long term programme of sports participation, improving sports skills, and providing the opportunity to compete at a level that young people and adults wish to aspire to. This takes place in sport specific sports coaching sessions and local clubs in local community centres, parks and also leisure centres.

#### **3.4.3 Community Sports Extras**

Community Sport Extras are a series of interventions that take place across the whole of the borough, which includes

- open days, road shows,
- sport taster sessions and days for the local community and all schools within the borough
- Free swimming sessions for young people
- Sport Coach Education Programme, including NGB qualifications, and Sports Leaders awards, for adults who are residents within the borough
- A series of open sports forums and consultation workshops including funding workshops, child protection workshops and clubs support programmes.

Requirements to ensure that the entire above are provided over the length of the Leisure Management Agreement are in Appendix 3 Core Activities and Community Sport

In addition to the above the Service Provider shall ensure the delivery of the following programmes for the duration of the contract unless otherwise advised by the Council.

#### **3.4.4 Silver Gym Membership**

For the duration of the contract unless otherwise notified by the Council the Service Provider will offer a special discounted rate for 60+ customers wishing to access specific gym sessions for which they will only be charged £1 per session and an annual membership fee of £1. This membership will be available at all of the leisure centre gyms and will be available at times that maximise the potential usage of the sessions. This has been agreed as being non programmed sessions at off peak times of the day but agreed to be provided 7 days per week. Initially this has been agreed at 2hr slots at each centre each day The service provider will accurately report the attendance to these sessions on a monthly basis to the Council and market the sessions using the Council's established 'Silver' look and feel template.

#### **3.4.5 Free Swimming for 60+ and U16's**

The Service Provider will deliver on behalf of the Council the Department of Culture Media and Sports' (DCMS) Free Swimming initiative. For an initial period of two years until 31<sup>st</sup> March 2011 all 60+ and U16 customers will be allowed to access public swimming sessions (for the 60+ this includes adult lane swimming, 50+ and women only swim sessions) free of charge at all four leisure centre pools. The continuation of this service will be reviewed in March 2011 The service Provider will accurately report figures in the format requested by the Council and ensure that the scheme is appropriately managed and marketed amongst the two target groups

#### **3.4.6 Swimming Inductions**

In order to ensure the widest participation and benefit is achieved through the free swimming programme, the Service Provider will offer a Swim Induction scheme. These sessions will aim to familiarise the customer to the buildings facilities, pool surround and environment. The teacher delivering the session will improve the customer's individual benefit from the activity by helping with swimming style and stroke development, swimming fitness programmes and advising on other aquatic activities which may be appropriate.

The provision at each site should be one two hour session per week alternating between weekday and weekend sessions. Half of each session should be dedicated to weak swimmers and half to those who are more proficient.

The service provider will market these sessions appropriately and record uptake which will then be reported to the council on a monthly basis along with the other usage figures. The Service provider will offer this service until otherwise notified by the Council.

### **3.4.7 Looked After Children and Carers**

The Service Provider will ensure that all Southwark Looked after Children have free access to facilities and activities. They will closely monitor this and report usage in relation to this category on a monthly basis. Then Service Provider will also annually review this element of the service in order to identify areas for development in order to maximise access for this customer group. Carers accompanying disabled customers will also be permitted access to facilities free of charge and uptake of this will be reported on a monthly basis along with the other usage figures.

## **3.5 Marketing and Communications**

### **Required Outcome**

Users, potential users and other key stakeholders will be made and kept aware of the services on offer and all personal benefits and advantages that can be derived from participating in sport and physical activity.

The Service Provider shall also understand the profile and needs of its users and use this to shape, improve and develop the service.

Means of communication shall be of a high standard and effective in attracting people to the centres on an ongoing basis, and should take account of the diversity of the borough's population.

The Service Provider shall ensure that the Council's brand is the dominant brand. The Service Provider's brand and logos should be kept to a minimum, but take into account the local dimensions for the leisure centres within this contract. The Service Provider shall agree the branding for the leisure centres and all marketing communications and materials with the Council prior to the commencement of the contract.

The Service Provider shall use innovative means of promoting the centres that grab people's attention and that are an effective call to action. This should include strategies for retaining customers.

### **Performance Standards**

Marketing and publicity material produced by the Service Provider shall be of a consistently high quality and comply with the Council's corporate standards.

The Service Provider shall ensure that the Council's name and logo appears on external signage, signage in reception areas and all promotional mediums including websites, published material and stationery relating to the centres. Any costs relating to future changes to the Council's name and logo will be considered and agreed at the time.

The Service Provider shall ensure that at all times the centres are open to users there is printed information available. This shall include as a minimum, facilities and services, opening hours, programme of activities, prices and methods of payments. All information on display and in publications or advertisements shall be up to date,

accurate and attractively presented, taking account of the Council's corporate guidelines relating to design and layout.

Publicity material and other information shall be as accessible as is reasonably and practicably possible. This should include the use of other languages than English, large print, Braille and audio.

The Service Provider's website shall (as a minimum) comply with the [E-Governance standard/Council's policy/Disability Discrimination Act] and be kept up to date at all times.

The Service Provider shall ensure that all communications materials meet the relevant standards of council's strategy for environmental sustainability.

The Council has the right to conduct its own market research at the Sport Centre as the Council's Representative thinks fit and in accordance with the Agreement. The Service Provider may, from time to time, be requested to support the Council with its own or other agency consultation or research.

The Service Provider shall undertake research into the needs of Sports Centre Users, their perception of the Service and the need and demand for the Service in the community. The methodology and timing of such research shall be agreed in advance with the Council.

The Service Provider will hold no less than quarterly 'User Group' meetings at each of the sites. The purpose of these meetings is to gain an understanding of users experiences of the facility and to help improve and develop the services offered. The User Groups is to be made up of fairly elected members from as many areas of the centre as possible. Minutes of each meeting are to be produced within 5 working days of the meeting and displayed on the customer information board in the reception area of the centre. All reasonable efforts should be made to complete actions from the minutes. The Service Provider shall offer explanation to the group for any uncompleted actions. A review of the User Group meeting will be included in the Annual Review.

The Service Provider shall display in public the results from self-monitoring and Council monitoring visits, liaison groups, customer comments and complaints, reports, surveys and customer care activities, as appropriate.

All communication shall be of a high standard, consider Southwark's diverse population, and be specifically intended to attract people to the Sports Centre on an ongoing basis.

The Service Provider shall use innovative means of promoting the Sports Centre that are an arresting and effective call to action. This should include strategies for recruiting and retaining customers.

The design principles used in the production of marketing materials and signage must be agreed with the Council prior to use.

The Service Provider shall ensure that the Council's name and logo appears on external signage, signage in reception areas and all promotional mediums including web-sites and published material including stationary relating to the Sport Centre. The Service Provider will use the wording '[The Service Provider] working in partnership with Southwark Council' in relation to the Sport Centre. Any costs relating

to future changes to the Council's name and logo will be considered and agreed at the time.

Consideration shall be given to uniformity of branding, for example, colour schemes, designs and styling across the Sport Centre.

In developing a new look and feel for the Sports Centre, the Service Provider shall ensure that the Council's brand is the dominant brand, and that implementation is in accordance with the Council's corporate identity design manual. The Service Provider shall agree all branding applications for the Sports Centre, and all marketing communications materials, with the Council prior to the commencement of the contract.

Campaigns may need alternative brand interpretations for different aspects of the Service; in all instances the final decisions on branding and how it will be used will need to be made by the Council. Until the alternative branding is agreed the existing branding will be used, by previous agreement with the Council. The Service Provider will continue to use other branded materials that are in existence until the revised branding and designated use is approved.

The Service Provider shall ensure that at all times the Sport Centre is open to Users there is always printed information available on the opening hours of the facilities, services, activities and prices.

The Service Provider shall ensure that such information on display and in publication or advertisement is up to date, accurate and attractively presented.

The Service Provider must keep notice and display boards updated and well presented. The Service Provider shall, as minimum, display information on Sports Centre opening times, contact telephone numbers and website address every day the Sports Centre is open for use. This shall be displayed in a prominent place within the Sports Centre and be visible from outside when the Sports Centre is closed. Information displayed shall be of a type face and size that is easy to read for people with impaired vision.

The Service Provider must formally display in public areas appropriate environmental and service information, for the benefit of customers.

The Service Provider shall ensure that at all times the Sports Centre is open to Users there is printed information available. This shall include as a minimum, facilities and services, opening hours, programme of activities, prices and methods of payments. All information on display and in publications or advertisements shall be up to date, accurate and attractively presented, taking account of the Council's corporate identity design manual relating to design and layout.

Photographs of the management team at the Sports Centre and their names and job titles shall be on permanent display at the Sports Centre. These shall be updated as necessary.

The Service Provider shall also display publicity material and other information that the Council (or other partners) produces at the Sports Centre.

The Service Provider shall ensure that all communications materials meet the relevant standards of Council's strategy for environmental sustainability.



The Service Provider shall ensure that all marketing and publicity material is distributed to all the Council's public buildings on an ongoing basis. This shall be done pro-actively and systematically so as to ensure that current information on the Sports Centre is always available at all the Council's public buildings. These include libraries, other leisure venues, local businesses and organisations, one-stop shops, the Town Hall and area housing offices. The Service Provider will take responsibility for monitoring stock levels at each of the above-mentioned sites, with a view to replenishing stock as and when necessary. The Service Provider will co-operate in the distribution of various Council –sponsored promotional publications within the Sport Centre.

The Service Provider will also be expected to dispose of any out-of -date materials at the above-mentioned sites

Publicity material, other printed and electronic information (e.g. website) shall be as accessible as is reasonably and practically possible. This should include the use of other languages than English audio, where appropriate and there is a known need.

The Service Provider shall obtain the Council's Representative's approval for any advertising sites within the Sport Centre in advance of the actual display of advertising material. The Service Provider shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or causes embarrassment to the Council is used.

The Council retains the right to veto any advertising or promotional material, which is likely to breach this condition, and The Service Provider will be required to remove such material immediately. The Council accepts no responsibility for any loss incurred as a consequence of the removal of such material.

The Service Provider shall ensure that all contracts entered into for the display of advertising shall terminate automatically upon the-Expiry Date or date of termination (whichever is the earliest) unless otherwise approved in writing by the Council.

The Service Provider shall ensure that all standards laid down by the Advertising Standards Council and Trading Standards Board are adhered to at all times.

The Service Provider will include within promotional materials information on road, rail, cycling and pedestrian access routes to the Sport Centre.

No notice, advertisement, poster or sign shall be affixed to or displayed on the exterior of the Sport Centre or in the grounds save only those that shall have been approved in writing by the Council's Representative. The Service Provider shall comply with any conditions that may be attached to any such consent.

No notice advertisement poster or sign shall be affixed to the external windows of the Sport Centre.

The Service Provider is encouraged to seek sponsorship for specific events and other activities and operations subject to formal permission in writing being obtained from the Council's Representative in advance of the completion of negotiations with the potential sponsors

The Service Provider shall not enter into any commitment with sponsors which extends beyond the period of this Agreement



In the case of sub-user sponsorship, e.g. an organisation hiring the facilities from the Service Provider in order to stage events which are to be funded in total or part by sponsorship, the Service Provider will be required to obtain formal permission in writing from the Council's Representative in advance of the completion of negotiations with the hiring organisation and their sponsor.

The Council is aware that the Service Provider may wish to operate one or more of the Services at the Sport Centre through standard procedures using standard methods of operation or presentation through brand names particular to the Service Provider or his/her supplier. The Service Provider shall be permitted to do so provided that the way in which the Service Provider's brand is publicised and presented conforms with the terms of this Agreement. The introduction of such brands to the Sport Centre will require the prior approval in writing of the Council's Representative, such approval not to be unreasonably withheld provided the brands meet the foregoing requirements

The Service Provider shall notify the Council of all enquiries from the media relating to the Sports Centre or customers of the Sports Centre within one hour of notification of such event. The Service Provider shall agree the content of any statement, or other communication, that is to be submitted to a section or sections of the media with the Council prior to release. The Service Provider shall keep a record of all statements released and provide to the Council upon request.

The Service Provider shall liaise with the Council's communications team to deliver proactive communications work. In relation to press enquiries and requests for media interviews, the Service Provider will liaise with the Council's press office. The Service Provider shall notify the Council of all enquiries from the media relating to the Sports Centre or customers of the Sports Centre within one hour of notification of such event. The Service Provider shall agree the content of any statement, or other communication, that is to be submitted to a section or sections of the media with the Council prior to release. The Service Provider will produce a quarterly report of all media requests and proactive media relations work.

The Service Provider shall ensure that all standards set out by the Advertising Standards Council and Trading Standards Board are adhered to at all times.

### **3.6 Marketing and Development Plan**

The Service Provider shall, as part of the Service Delivery Plan, provide a Marketing and Development Plan for the Sports Centre for the first Contract Year. The Marketing and Development Plan shall set out how the Service Provider will deliver the programming, sporting and utilisation outcomes required by the Council and its funding partners. Three months prior to the start of each contract year the Service Provider shall submit to the Council for the Council's approval a Marketing and Development Plan for the following Year.

The Marketing and Development Plan shall include the following sections, the requirements for which are set out below:

- Activity and Development Programme
- Promotion and Communication Programme
- Fees and Charges

- Customer Care
- Booking Systems

It is a requirement of the Council and a condition within the Agreement that specific sporting and activity outcomes are achieved at the Sports Centre. The Service Provider will be responsible for directly delivering these outcomes or facilitating other agencies, clubs and organisations to do so. This will include:

- Making the facilities available for casual use by the local community;
- Making the facilities available for use by schools and education establishments;
- Making the facilities available for use by Priority Organisations (as described in Appendix 3A);
- Facilitating and assisting specialist agencies and organisations to deliver programmes of activities to encourage participation by specified target groups;
- Organising and promoting coaching and school holiday activities and courses;
- Organising and promoting such other activities as are required under this Agreement.

The Service Provider's activity and programming obligations and targets are set out in Appendix 3. These include:

- Availability Targets – the number of hours The Service Provider must make available for each activity
- Marketing and Development Plan Requirements – where specified the Service Provider is to set out in the Marketing and Development Plan the actions he will be taking to achieve the required outcome.
- As part of the annual Marketing and Development Plan the Service Provider is required to set out his proposed Activity and Development Programme showing a day by day and hour by hour allocation of time at the Sports Centre for both School Term Time and School Holidays. This Activity and Development Programme should demonstrate how The Service Provider will meet the Availability Targets set out in Appendix 2.

In addition The Service Provider shall provide a statement of how he will work with and facilitate the work of agencies and organisations to develop participation by the identified groups within Appendix 4.

### **3.7 Promotion and Communication Programme**

The Council believes that a sound Promotion and Communication Programme benefits both the Service Provider and the Council and as such the Service Provider shall make the best use of its resources to market the Sport Centre and its services effectively.

The annual Marketing and Development Plan shall include the Promotion and Communication Programme which shall be updated on an annual basis thereafter as part of the Marketing and Development Plan.

The annual Promotion and Communication Programme will be required to:

- Give recognition to the Council's policies
- Demonstrate how the Service Provider will promote the Sports Centre and its facilities to maximise its use by the local community, specified Target Groups and Priority Organisations. To be reviewed and agreed on an annual basis.

### **3.8 Fees and Charges**

The Council shall determine the maximum Core Prices that the Service Provider can charge for the Services provided by the Service Provider to the Public. The maximum Core Prices for the use of, and admission to the Sport Centre and activities for the first year of the Agreement are set out in Appendix 4. These charges are inclusive of any VAT if applicable and shall be the maximum charge made to Users of the Sports Centre.

Core Prices will normally be reviewed by the Council and the Service Provider 3 months prior to the commencement of each of each contract year and in sufficient time to enable the Service Provider to make preparations to implement any changes to the Core Prices.

Any changes if agreed can on be implemented on the 1<sup>st</sup> of April each year of the contract. Core Prices will as a minimum be increased/decreased in line with the Index and rounded up or down to the nearest £0.10

In reviewing the Core Prices to be charged by the Service Provider, the Council shall take into account any recommendations made by the Service Provider. The decision of the Council in relation to the Core Prices to be charged by the Service Provider shall be final and binding on the Service Provider.

Notwithstanding the above the Service Provider shall be permitted to suggest changes to the Core Prices at any other time throughout the Agreement Period. Such changes will be considered by the Council and the decision on whether the Service Provider can implement such changes will be at the Council's discretion.

The Service Provider may vary the Core Prices below the maximum indicated subject to demand in the market place and at different times of day or at different times during the year dependent on the seasonal requirements of the particular sport/activity.

Any prices for facilities and services which are not defined by the Council as Core Prices shall be at the discretion of the Service Provider providing that such prices do not in any way inhibit the achievement of any other requirement of this Agreement.

An Advanced Booking Card/Leisure Card scheme is currently in operation within Southwark. The Service Provider will be required to continue to promote, operate, sell and administer the Card throughout the Agreement Period.

The Service Provider shall ensure the public is fully informed of current fees and charges and give at least 30 days notice of any proposed changes by publishing these within the Sports Centre at locations to be agreed with the Council's Representative.

The Service Provider shall ensure that the legal rights of the public are protected and preserved in relation to the Service Provider's provision of the Services. The Service Provider must accept any form of legal tender, debit cards and major credit cards including as a minimum, VISA and MASTERCARD. The Service Provider may set a minimum payment level for payment for activities by debit and credit cards, the level to be agreed by the Council's Representative.

No charges shall be collected in respect of services extending beyond the end of the Agreement Period other than those duly authorised by the Council's Representative. The proportion of such charges collected that relate to the provision of Services after the end of the Agreement Period shall be paid to the Council at the end of the Agreement Period and shall not be retained by the Service Provider.

In the event of any changes in the tax element of charges, e.g. Value Added Tax, the Core Prices shall be reviewed as a matter of urgency by the Council prior to such changes coming into effect.

### **3.9 Booking Systems**

The Service Provider will be required to honour certain bookings of the Sport Centre over the duration of the Agreement unless otherwise agreed by the Council's representative. A list of these bookings is provided at Appendix 2A.

A guiding principle of the Sport Centre's operation is that they shall be open to all members of the public. Entrance to the Sport Centre is to be restricted only by capacity, programme and availability.

To this end the Service Provider shall not introduce any exclusive membership or other scheme which has the purpose or effect of restricting public access to the whole or part of the Sport Centre other than as required under the Agreement.

Prior to the Commencement Date, the Service Provider shall submit for the approval of the Authorised Representative a copy of his/her proposed Terms and Conditions of Hire. Once accepted by the Council, the Service Provider shall ensure that all hirers of facilities comply with these Terms and Conditions of Hire.

Arrangements for exclusive block bookings for any club or individual must not be contracted for a longer period than 12 months unless otherwise agreed by the Council's Representative.

The Service Provider must not accept any booking for events scheduled to take place after the end of the Agreement Period without prior consent of the Council.

Unless otherwise agreed by the Council's Representative the Service Provider shall maintain full control of the management of the Sport Centre. Responsibilities must not be delegated to hirers of the facilities.

The Service Provider must not accommodate hirers who, he/she has reason to believe, may cause public offence or embarrassment to the Council or who may treat users of the Services less favourably because of their race, colour, ethnic origin, religion, sex, sexual orientation or physical or mental disabilities. Requests from such hirers must be promptly referred to the Council's Representative.

The Service Provider must ensure that all hirers are competent in respect of the nature of their event or booking, that all hirers are adequately and appropriately insured, that any individuals used by the hirers to instruct or coach a sporting activity comply with the appropriate legislation and guidance, and that all hirers comply with any other regulations, guidelines or statutory obligations relating to their hire of the facilities.

### **3.10 Customer Care**

The Service Provider must have a clear and demonstrable customer care plan and methodology as set out in the Service Delivery Plan. The Service Provider's Customer Care Plan and procedures shall comply, as a minimum, with the Council's Customer Care Charter and any future updated versions of the same Appendix 8

The key principles of the Council's customer care requirements are set out below:

- a Customer Care Plan exists and is implemented
- staff in all areas respond positively to enquiries
- staff are generally helpful and pleasant
- as far as practical staff at all levels are empowered to resolve customer complaints
- procedures are in place for dealing with difficult customer requests
- a clear customer charter is displayed
- Customer information is readily available.

The Service Provider must operate and administer a comprehensive and effective customer comments and feedback system, to encourage feedback and record verbal and written comments.

The Service Provider shall respond to external telephone calls in accordance with a standardised process that ensures callers are answered as quickly as possible and in a courteous, friendly and informative manner.

The Service Provider shall link to the Council's Customer Service Centres and receive telephone enquiries direct via this service.

All customer complaints and comments must be dealt with in accordance with the agreed Customer Care Plan to ensure that they are acknowledged within 3 working days if a full response cannot be sent, and a full response sent within 10 working days.

The Council may from time to time request the Service Provider to support the Council with additional user and public consultation. Should the Service Provider believe that it will incur additional costs as a result of this support then this will be considered a Change to the Agreement and dealt with accordingly.

### **3.11 Events**

#### **Required Outcome**

High quality, well organised, professionally delivered and accessible sports or other events that the Service Provider (or other parties) may stage at the centres, from time to time, as part of the programme of services and activities.

#### **Performance Standards**

Events staged by the Service Provider or other parties shall be organised and delivered in accordance with industry best practice and guidance and any relevant statutory requirements including health & safety and licensing.

Events staged by third parties at the centres shall have been subjected to a rigorous and formalised screening process by the Service Provider to ensure that such events are fully compliant with any statutory requirements, has all relevant approvals, meets the relevant health & safety requirements, meet all relevant licensing requirements (if necessary) and are not of a sensitive or controversial nature or which might damage the centres or harm the good reputation of the Council.

The Service Provider shall be required to attend relevant Council events. 'Relevant' means any event where there is an opportunity to promote the Council's key priority of increasing the health and well being of Southwark residents. The Service Provider shall ensure that they liaise with the Council's events team prior to the event. The Service Provider shall develop proper stands and marketing material for these events, as well as having a staff presence. Staff should represent the Service Provider in a professional manner, which includes attending events in appropriate uniforms or codes of dress

### **3.12 Crèche**

#### **Required Outcome**

The Service Provider shall make proposals for the provision of a Crèche service. The service shall be high quality service that is available at times of key demand and is synchronised with other activities and services. It shall be safe, stimulating and educational for the children and be an incentive to users with children to use the Centres.

#### **Performance Standards**

The Service Provider shall provide a Crèche at all the Centres (where feasible and there is a need). There shall be opportunities for structured learning and there shall also be an Ofsted registered holiday club for up 5 to 7 year olds (where feasible and there is a need).

The Service Provider shall ensure the highest possible standards of service by:

- Engaging appropriately qualified and experienced Crèche staff and ensuring their ongoing training and development;
- Providing an interesting and educational programme of activities appropriate for varied age groups;
- Providing an induction session for parents and children at the first time of use of the Crèche;
- Following best practice guidelines for crèche operation; and
- Adhering to any relevant statutory requirements including OFSTED.

### **3.13 Lost Property**

#### **Required Outcome**

An efficient method of managing lost property.

#### **Performance Standards**

The Service Provider shall make arrangements for the collection, claiming and return of lost property found in or in the vicinity of the Centres. In the event of lost property not being claimed within [four weeks], the Service Provider may dispose of it in any way it sees fit, except that any lost money or credit, charge or bank cards, driving licences, identity cards or similar cards or documents must be handed to the Police.

### **3.14 Civil Emergencies and Other events**

The Service Provider may be required to make the centres available to the Authority in the event of a major incident, or emergency or other events such as a local election.

The Southwark Council Generic Emergency Plan details the Authority's strategy for dealing with a broad range of incidents within the Borough. The Authority has legal and moral obligations to provide effective, robust and demonstrable emergency arrangements to mobilise its resources at short notice to deal with a broad range of incidents.

The Centres will be expected to play a role in the Authority's ability to respond to an incident by providing accommodation for people displaced from an incident site. The Authority may therefore need to suspend trading at very short notice for an incident that could last several days.

In the event of a civil emergency, or training exercise associated with civil emergency procedures, the Authority reserves the right to use the whole or part of the Centres for a period of time as may be required and deploy Council staff at the Centres during this time. Two month's notice will be given in relation to any formal training exercises.

It is envisaged that the Centres will form part of the Authority's "level 2 or 3" response to an emergency and the Provider will be required to clear the designated area following the event of an emergency and the invocation of the Authority's Emergency Plan.

For the purpose of dealing with such an emergency, the Provider will keep the emergency planning departmental representative supplied with an up-to-date list of the names, home addresses and telephone numbers of key members of Personnel, including the Contract Manager, Duty Manager and Technical Officer.

In the event of a civil emergency the Contract Manager and all other staff engaged at the Centres on behalf of the Provider, will operate under the direct control of the Local Authority Liaison Officer (LALO), Rest Centre Manager or Emergency Controller (or such other officer as is nominated at the time by the Authority LALO or Emergency Controller). This arrangement will continue until such time as the order to 'stand down' is received by the LALO, Rest Centre Manager or Emergency Controller.

Any catering facilities at the Centres will, at the request of the Authority, be made available for the provision of refreshments to evacuees and personnel involved in the emergency.

The Service Provider shall provide contact details to the Council in the event of an emergency, so that the centres can be opened out of hours.



The Service Provider may apply for the reasonable additional costs associated with the provision of a centres or centres in the event of a civil emergency, in accordance with the terms of the Agreement.



## 4.0 Centre Specific Requirements

The list below sets out the facilities that the Council requires at each of the Leisure Centres and the Surrey Docks Water Sport Centre.

Full Schedules of Accommodation shall be provided by the Provider in the Tender Return (Please see Appendix 6 of the Contract Instructions). Non provision of any of these items will result in a deduction under the Payment Mechanism.

Zone	Dulwich	Camberwell	Seven Islands	Elephant & Castle	Peckham Pulse	Surrey Docks
Gym (No of Stations)	120	20	100	50	120	100
No of Exercise Studios	2	1	1	2	2	2
Café Facility: C – Café CJ – Coffee and Juice bar V – Vending Facilities	C and V	V	V	V	C and V	CJ and V
Swimming Pool	1	1(split)	1		1	N
Watersports Facilities	N	N	N	N	N	Y
Spin Studio	1				1	1
Estimated No of Visits/annum	400,000	200,000	350,000	200,000	400,000	250,000
Hydrotherapy Pool					1	
Sports Hall		1	1	1		

## 4.1 Centre Specifics

Table 8

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
General Exercise Facility	The main hall will be a higher quality general exercise facility. It will be an attractive setting and a safe and comfortable environment for intense physical activity. It will contain a range of up to the minute equipment for muscular-skeletal and cardio-vascular training. The machines shall be flexible and fully accessible regardless of age and physical ability of users. There shall be a minimum of 120 exercise stations and it will be possible to exercise all the major muscle groups	Both gyms will be high quality general exercise facilities. They will be an attractive setting and a safe and comfortable environment for physical activity. They will contain a range of up to the minute equipment for muscular-skeletal and cardio-vascular training. The machines shall be flexible and fully accessible regardless of age and physical ability of users. There shall be a minimum of 120 exercise stations between them and it will be possible to exercise all the	The Service Provider shall deliver an exercise referral programme in consultation with the Health Improvement team (HIT) and in line with the National Quality Assurance Framework for Exercise Referral in Appendix 13. HIT shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the Service Provider, subject to need	The Service Provider shall deliver an exercise referral programme in consultation with the Health Improvement team (HIT) and in line with the National Quality Assurance Framework for Exercise Referral in Appendix 13. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need	The key deliverable for the general exercise facility is to provide the most functional and presentable space for the current design and condition.	

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
	and the cardiovascular system in a safe and effective manner. The Service Provider shall deliver an exercise referral programme in consultation with the Health Improvement team (HIT) and in line with the National Quality Assurance Framework for Exercise Referral in Appendix 13. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need	major muscle groups and the cardiovascular system in a safe and effective manner. The Service Provider shall deliver an exercise referral programme in consultation with the Health Improvement team (HIT) and in line with the National Quality Assurance Framework for Exercise Referral in Appendix 13. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need				
Exercise Studio	The two, purpose designed and constructed exercise studios will be fully accessible and	Classes will cater for a wide range of needs, training objectives and physical ability.	Classes will cater for a wide range of needs, training objectives and physical ability.	Classes will cater for a wide range of needs, training objectives and physical ability.		The Service Provider shall deliver an exercise referral programme in consultation with the

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
	<p>suitable for intense physical activity in a safe and comfortable environment. Classes will cater for a wide range of needs, training objectives and physical ability. Conventional exercise, yoga, martial arts, posture based, and post and anti-natal and other classes will be provided subject to need and demand. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need</p>	<p>Conventional exercise, yoga, martial arts, posture based, and post and anti-natal and other classes will be provided subject to need and demand. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need</p>	<p>Conventional exercise, yoga, martial arts, posture based, and post and anti-natal and other classes will be provided subject to need and demand. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need</p>	<p>Conventional exercise, yoga, martial arts, posture based, and post and anti-natal and other classes will be provided subject to need and demand. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need</p>		<p>Health Improvement team (HIT) and in line with the National Quality Assurance Framework for Exercise Referral in Appendix 13. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need</p>
Swimming Pool	The swimming pool should have excellent water quality. Swimming	The swimming pool should have excellent water quality. Swimming	The swimming pool should have excellent water quality. Swimming		The swimming pool should have excellent water quality. Swimming	

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
	<p>lessons (from beginners to advanced) will be a substantial element of the service as will school use, provision for people with special needs, swimming for fitness and club swimming. The Council's Sports Team shall run sport development programmes all year round, especially for children and young people, including coaching sessions and competitions for Southwark Community Games.</p>	<p>lessons (from beginners to advanced) will be a substantial element of the service as will school use, provision for people with special needs, swimming for fitness and club swimming. The Council's Sports Team shall run sport development programmes all year round, especially for children and young people, including coaching sessions and competitions for Southwark Community Games.</p>	<p>lessons (from beginners to advanced) will be a substantial element of the service as will school use, provision for people with special needs, swimming for fitness and club swimming. The Council's Sports Team shall run sport development programmes all year round, especially for children and young people, including coaching sessions and competitions for Southwark Community Games.</p>		<p>lessons (from beginners to advanced) will be a substantial element of the service as will school use, provision for people with special needs, swimming for fitness and club swimming. The Council's Sports Team shall run sport development programmes all year round, especially for children and young people, including coaching sessions and competitions for Southwark Community Games.</p>	
Hydrotherapy Pool		<p>The swimming pool should have excellent water quality. The hydrotherapy pool has adjustable depth and is predominantly (but not exclusively) for use by disabled people, people with other special needs,</p>				<p>The hydrotherapy pool has adjustable depth and is predominantly (but not exclusively) for use by disabled people, people with other special needs, specific medical or physically debilitating conditions (e.g.</p>

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
		specific medical or physically debilitating conditions (e.g. obesity, circulatory and heart problems) and people recovering from illness and injury.				obesity, circulatory and heart problems) and people recovering from illness and injury.
Catering Facilities	The new café will provide a range of high quality food at affordable prices and together with other facilities (e.g., Soft Play, Meeting room, etc) meet demand for social and corporate events.	The café operation is contracted to Planning Solutions. The Service Provider shall work with Planning Solutions to provide service packages involving catering and other facilities to meet demand for social and corporate events.	Coffee and Juice bar facility/.vending	Coffee and Juice bar facility/.vending	Coffee and Juice bar facility/.vending	Coffee and Juice bar facility
Sports Hall			Sports clubs for training and practice purposes, some of which work in partnership with the Council's Sports Team. The Council's Spots Team shall run sport development		Key deliverables include public/commercial hire for the main sports (football, badminton, netball, basket ball and volleyball, commercial competitive leagues	

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
			programmes all year round, especially for children and young people, including coaching sessions and competition for the Southwark Community Games. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need		and regular use by local sports clubs for training and practice purposes, some of which work in partnership with the Council's Sports Team. The Council's Spots Team shall run sport development programmes all year round, especially for children and young people, including coaching sessions and competitions for Southwark Community Games. The Service Provider shall provide services for older adults, people with specific health conditions and other client groups, in conjunction with the HIT, where applicable, subject to need	
Watersports facilities						The new watersports facilities include a

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
						<p>club room which will be a base for clubs (including existing and new clubs) and a modern resource for education and training in watersports. This room shall be reserved for the exclusive use of Tideway on Thursdays and Sundays</p> <p>This and a new fleet of watercraft means the range and quality of the watersports offering will be significantly enhanced.</p> <p>These provide the basis of an extensive programme of training and education (from beginner to advanced, certificated as appropriate) in sailing, canoeing, wind surfing and other water based</p>



	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
						<p>activities, which will be a major and enduring feature of the service.</p> <p>Working with key centre based and other partners to develop and deliver watersports for people with disabilities is a top priority as is maximising access and take-up of watersports by children and young people. Schools, youth and other community groups will increasingly use the site as word gets out about the higher quality of facilities and services.</p> <p>Club based watersports should also be an increasingly major aspect of the service as means of providing further</p>

	Dulwich	Peckham Pulse	Seven Islands	Elephant and Castle	Camberwell	Surrey Docks
						<p>opportunities for recreational and competitive watersports. Existing clubs that currently cater for specific needs (e.g. people with disabilities and excluded young people) will flourish and grow extend their reach and appeal. The Council's aspiration is also for other people to have opportunities to belong to a watersports club in order to have access to more organised recreational and competitive watersports. This will be accomplished by extending the access of existing clubs or forming a new club. General exercise facility</p>

## 4.2 Environmental Conditions

### Required Outcome

The Centres shall be fully compliant with current and future standards of building environmental conditions.

### Performance Standards

The Service Provider is required to take all reasonable steps to control, maintain and monitor all environmental conditions such as air temperatures and quality, water temperatures and quality and lighting levels and other criteria affecting the comfort of users of the Centres as included in the following sections.

Any alterations or improvements to environmental conditions shall be submitted to the Council for approval and thereafter be undertaken by suitably qualified tradesmen.

The Service Provider will ensure that the environmental conditions at the Centres are maintained at levels that ensure the comfort and safety of the Centre users at all times that the Centres are open to the public and comply with any relevant legislation and Good Industry Practice for the operation of public Sports Centres.

## 4.3 Entrance Area and Reception

### Required Outcome

The entrance to the facilities at each Leisure Centre shall make provision for disabled Users. The Entrance shall be light, airy and welcoming. As a minimum, the entrance foyer of each building must perform to the following standards.

### Performance Standards

The following standards in Table 9 are required to be met to ensure that the Zone is available and meets the Service Levels

Table 9

Requirement	Parameter
Access	Free from obstruction or physical destruction so that Zone capable of performing its function
	Compliant with Access Audit recommendations
Ventilation	Air changes 1-2 per hour
Heating	Air Temperature > 20 degrees centigrade
Lighting	Luminance values >150 Lux
CCTV System	Internal CCTV camera
Security	Intruder detection installed

#### 4.4 Main Pool, Pool Hall and Swimming Pools

##### Required Outcome

The swimming pools shall be provided to the following standards and outputs, as a minimum at all Leisure Centres.

##### Performance Standards

The following standards and the Requirements in Table 10 are required to be met to ensure that the Zone is available and meets the Service Levels

To comply with health and safety guidelines and ensure there is relevant signage in place.

Glare and spectral reflection across the pool shall be kept to a minimum.

Poolside finishes to be maintained to minimise slip hazards.

The pool store at each of the Leisure Centres shall be provided and accommodate all the equipment necessary for the planned programme of activities for the pools and swimming

All pools shall have a cover. Manual covers shall be employed every evening. Chemical covers shall be supplied sufficiently that they operate in accordance with the design chemical consistency.

Air temperature shall be one degree above water temperature

Table 10

Requirement	Parameter	Main Pool	Learner pool
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible	Accessible
	Secure pool stores	Available as at commencement of interim period	Accessible
	Compliant with Access Audit recommendations	As at commencement of interim period	As at commencement of interim period
	Clear and instructive signage	Visible	Visible
Legislation	Health & Safety	Fully compliant Including appropriate signage to comply with health and safety	Fully compliant Including appropriate signage to comply with health and safety
Pool Water temperature	Water temperature following backwash (degrees C)	26 - 29	29 - 32
	Water temperature (degrees C)	27 - 30	30 - 32
Drainage		Compliant	Compliant
Ventilation	Air changes per hour	5 - 9	5 - 9

Requirement	Parameter	Main Pool	Learner pool
Heating	Air temperature	1degree > main pool water temp	1degree > main pool water temp
	Humidity	50-70%	50-70%
Pool Water Quality	Alkalinity	80-200 mg per litre	80-200 mg per litre
	Uniformity ratio	0.8 Minimum	0.8 Minimum
	Colour rendering index	60 Minimum	60 Minimum
	pH value	7.4 - 7.2	7.4 - 7.2
	Calcium hardness	75 -150 mg per litre	75 - 150 mg per litre
	Total Dissolved Solids	1500 - 2000 mg per litre	1500 - 2000 mg per litre
	Free Chlorine	< 1 upper limit required for periods when UV light down	< 1 upper limit required for periods when UV light down
	Sulphate	< 360 mg per litre (Max)	< 360 mg per litre (Max)
	Clarity	Bottom Visible	Bottom Visible
	Total Coliforms	< 0	
	Faecal Coliforms	< 0 per 100ml	< 0 per 100ml
	Pseudomonas	< 0 per 100ml	< 0 per 100ml
	Total Visible Count @ 22 C	< 100 per 100ml	
Total Visible Count @ 37 C	< 20 per ml		
Equipment	Sufficient for the activity programmed	100%	100%
	poolside spectator seating	90% to be available at any one time	N/A
CCTV System	Internal & external	N/A	N/A
	Intruder Detection System	Operational	Operational
Activity Programming	As per current programme at commencement of interim period	Implemented	N/A
Staffing	Minimum Required	Size & Activity Dependant Compliance with HSE Managing Safety in Swimming Pools	Size & Activity Dependant Compliance with HSE Managing Safety in Swimming Pools

#### 4.5 Viewing Area (Pool Hall)

##### Required Outcome

The provision of spectator accommodation in which to watch a wide variety of swimming activity including competitions and galas shall be provided.

### Performance Standards

The following standards and the Requirements in Table 11 are required to be met to ensure that the Zone is available and meets the service levels:

Table 11

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	
	Compliant with Access Audit recommendations	
Ventilation	Air changes	5-9 per hour
	Fresh air circulating	
Heating	Air temperature	20-24 degrees centigrade
Lighting	luminance values	150-200 lux

## 4.6 Wet Changing Areas

### Required Outcome

As a minimum, the Wet Changing Areas within the Leisure Centres shall be provided.

### Performance Standards

The following standards and the Requirements in Table 12 are required to be met to ensure that the Zone is available and meets the service levels:

- As a minimum, cubicles for male and female customers who require privacy shall be provided.
- As a minimum, the number of showers for male and female customers who require privacy shall be provided.
- As minimum, secure clothes storage lockers shall be provided for the wet changing facilities and located in the same place.
- Hot and cold water must be provided.
- As a minimum a coat hook and seat in each cubicle
- As a minimum hair drying facilities
- As a minimum baby change facilities
- Showers shall be free draining without odours
- Floors shall be dry and free of rubbish

Table 12

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	
	Compliant with Access Audit recommendations	
Water	Pre-swim showers water temperature	28- 43 degrees centigrade
	Post-swim showers water temperature	35 – 43 degrees centigrade
	Water temperature (hand washing)	<43 degrees centigrade
	Drinking water	potable drinking water
Drainage		Compliant and free draining
Ventilation	Air changes	>10 per hour
Heating	Air temperature	> 19 degrees centigrade
Lighting	Luminance values	150 - 300 lux

## 4.7 Sports Hall and Viewing Areas

### Required Outcome

The current sports halls shall be provided to the following standards and outputs, as a minimum

### Performance Standards

The following standards and the Requirements in Table 13 are required to be met to ensure that the Zone is available and meets the service levels:

- Fixtures, fittings, floor markings are provided to enable sports to be played safely and in accordance with health and safety guidelines.
- The floor shall provide a safe environment for all specified sporting activities and be flush and splinter free in accordance with health and safety. All floor mounted fittings used to retain/restrain sports equipment are to be recessed or flush with the main floor surface.
- Lockable storage for all sporting equipment for the Sports Hall shall be available.

Table 13

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Compliant with Access Audit recommendations	
	Lockable storage for all sporting equipment	
Ventilation	Air changes	2000 litres/sec/area
Heating	Air temperature	> 15 degrees centigrade
Lighting	Luminance values	>300 lux
Equipment	Sufficient for the activity programmed	

## 4.8 Multi-Purpose Exercise Studio

### Required Outcome

Existing Multi-Purpose Exercise Studio shall be provided to the following standards and outputs, as a minimum at all Leisure Centres.

### Performance Standards:

The following standards and the Requirements in Table 13A are required to be met to ensure that the Zone is available and meets the service levels



The floor shall be clean, smooth, slip-resistant and splinter-free in accordance with health and safety.

All existing glazing and mirrors shall be maintained to comply with relevant health and safety regulations.

Table 13A

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
Secure storage	Accessible	
Ventilation	Air changes	3 – 5 per hour
Heating/ Cooling	Air temperature	16 – 21 degrees centigrade
	Humidity	40-70%
Lighting	Luminance values	200 lux
	Uniformity ratio	0.5
	Colour rendering index	20
Equipment	Sufficient for the activity programmed	

#### 4.9 Resistance and Cardio Training Studio

##### Required Outcome

The Resistance and Cardio Training Studio shall be provided to the following standards and outputs, as a minimum

##### Performance Standards

The following standards and the Requirements in Table 14 are required to be met to ensure that the Zone is available and meets the service levels

- As a minimum, the sound and vision system must be available.
- A separate reception point must be available.
- As a minimum, staffing levels must be suitably trained personnel appropriate to the activity.

Table 14

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Separate reception point	Available as at commencement of the agreement
	Clear and instructive signage	Visible
	Drinking water	Chilled drinking water
Ventilation	Air changes	10 – 12 per hour
Heating	Air temperature	16 – 18 degrees centigrade
	Humidity	> 60%
Lighting	Luminance values	300 lux
	Uniformity ratio	0.8
Equipment	Sufficient for the activity programmed	
High quality sound & vision system		

#### 4.10 Squash Courts

##### Required Outcome

The Squash Courts shall be provided to the following standards and outputs, as a minimum

##### Performance Standards

The following standards and the Requirements in Table 15 are required to be met to ensure that the Zone is available and meets the service levels

Table 15

Requirement	Parameter	Squash Courts
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of interim period
Legislation	Health & Safety	Fully compliant
Ventilation	Air changes	4
Heating	Air temperature	16 - 18
Lighting	Illuminance values	500 lux
	Uniformity ratio	0.7

Requirement	Parameter	Squash Courts
Equipment	Sufficient for the activity programmed	100% to be available
Activity Programming	As per Output Specification	Implemented

#### 4.11 Spa Suite (incorporating Sauna, Steam and Sun bed rooms)

##### Required Outcome

The Spa Suite facilities shall be provided to the following standards and outputs, as a minimum.

##### Performance Standards

The following standards and the Requirements in Table 15 are required to be met to ensure that the Zone is available and meets the service levels

- Regular systems for full inspections of all sun beds including stripping down of the equipment to reveal such things as heat damage to the electrical insulation
- Regular examination for wear should be carried out of any lifting caskets or webbing used on powered canopies for sun beds

Table 15a

Requirement	Parameter	Standard	Peckham Pulse
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible	Accessible
	Clear and instructive signage	Visible	Visible
	Separate reception point		
Water	Water temperature	<35 degrees	Manufacturer's Guidelines
	Drinking water	Chilled Water	Chilled drinking water
Drainage		Compliant	
Ventilation	Air changes	1 – 2 per hour	5 – 9 per hour
Ventilation (sun beds)	Air changes	> 3 air changes	
Heating	Air temperature	20 – 22 degrees centigrade	1 degree > water temp
	Humidity	50 - 60%	< 60%
Lighting	Luminance values	150 - 250 lux	300 lux

	Uniformity ratio	N/A	0.8
Lighting	Luminance values	300 lux	
	Uniformity ratio	0.8	
Pool Water Quality (spa pool/Jacuzzi)	pH Value	N/A	7.2 - 7.8
	Alkalinity	N/A	120 - 180
	Calcium Hardness	N/A	150 - 200
	Total Dissolved Solids	N/A	1500 - 2000
	Free Chlorine	N/A	< 1
	Sulphate	N/A	< 360
	Clarity	N/A	N/A
Equipment	Sufficient for the activity programmed		
Equipment	Sufficient for the activity programmed		
	List of exposure times for various skin types Signs discouraging the use of sun beds	Up to date and clearly visible	Up to date and clearly visible
	List of Spa rules to be displayed	Up to date and clearly visible	Up to date and clearly visible
Staffing	Minimum Required	As per H&S regulations	As per H&S regulations

#### 4.12 Changing Facilities for Non-Pool Activities

##### Required Outcome

The Changing Facilities shall be provided to the following standards as a minimum.

##### Performance Standards

The following standards and the Requirements in Table 16 are required to be met to ensure that the Zone is available and meets the service levels

- Where specific provision for young persons and persons with disabilities are provided (e.g. height of urinals, toilets and wash basins) these must, as a minimum be provided.
- As a minimum, cubicles for male and female customers who require privacy shall be provided.
- As a minimum, the number of showers for male and female customers who require privacy shall be provided.
- As minimum, secure clothes storage lockers shall be provided for the dry changing facilities.
- Hot and cold water must be provided.

Table 16

Requirement	Parameter	Standard
Access	Free from obstruction or	Accessible

	physical destruction so that Zone capable of performing its function	
	Compliant with Access Audit recommendations	
Water	Shower Water temperature	35 – 43 degrees centigrade
	Water temperature (hand washing)	<43 degrees centigrade
	Drinking water	Potable drinking water available
Heating	Air temperature	> 20 degrees centigrade

### 4.13 Toilets (Outside of Changing Facilities)

#### Required Outcome

The Toilets (Outside of Changing Facilities) shall be provided to the following standards and outputs, as a minimum.

#### Performance Standards

The Toilets (Outside of Changing Facilities) area should meet all the requirements as set out in the relevant Toilets Service Zone Data Sheet and should comply with the Requirements of Table 17.

Table 17

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Compliant with Access Audit recommendations	
Water	Water temperature (hand washing)	35-43 degrees centigrade
	Water temperature (showers)	35-43 degrees centigrade
	Drinking water	Available
Drainage		Compliant
Ventilation	Air changes	> 6 per hour
Heating	Air temperature	16 - 20 degrees centigrade

	Humidity	50-60%
Lighting	Luminance values	> 200 lux

#### 4.14 Crèche

##### Required Outcome

The Crèche facilities shall be provided to the following standards and outputs, as a minimum.

##### Performance Standards

The following standards and the Requirements of Table 18 are required to be met to ensure that the Zone is available and meets the service levels

- The Crèche shall be provided in accordance with standards required by the child Protection Act and the OFSTED registration and requirements.
- All heating systems shall be Low Surface Temperature
- All areas shall allow access to a secure external play area
- The Crèche shall have facilities for both wet and dry play

Table 18

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of interim period
Ventilation	Air changes	4 – 6 per hour
Heating	Air temperature	20 -24 degrees centigrade
Lighting	Luminance values	> 200 lux
Toilet Facilities		

## 4.15 Soft Play Areas

### Required Outcome

The Existing Soft Play Areas shall be provided to the following standards and outputs, as a minimum.

### Performance Standards

The following standards and the Requirements of Table 19 are required to be met to ensure that the Zone is available and meets the service levels

The Soft Play area should meet all the requirements as set out in the relevant Soft Play Area Service Zone Data Sheet.

Table 19

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of the agreement period
Water	Drinking water	Drinking water available
Ventilation	Air changes	4 – 6 per hour
Heating	Air temperature	20 - 24 degrees centigrade
Lighting	Luminance values	> 200 lux
Equipment	Sufficient for the activities programmed	

## 4.16 Function and Meeting Rooms

### Required Outcome

The function and meeting rooms at the Existing Leisure Centres should continue to be provided to the same standard and outputs, as a minimum.

### Performance Standards

The following standards are required to be met to ensure that the Zone is available and meets the service levels:

The Function and Meeting Rooms should meet the requirements set out below:

Table 20

Requirement	Parameter	Function Room Standard	Meeting Room Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible	Accessible
	Clear and instructive signage	Available as at commencement of interim period	Visible
Ventilation	Air changes	3 - 4	3 – 4 per hour
Heating	Air temperature	16 - 20	20–24 degrees centigrade
	Humidity	N/A	N/A
Lighting	Luminance values	>250 lux	>250 lux
	Uniformity ratio	N/A	N/A
Equipment	Sufficient for the number of meeting rooms and function rooms and their individual capacities		

#### 4.17 Staff Room & Staff Changing Facilities

##### Required Outcome

Staff accommodation should be provided to the following standards and outputs, as a minimum.

##### Performance Standards

The following standards and the Requirements of Table 21 are required to be met to ensure that the Zone is available and meets the service levels:

- As a minimum, cubicles or a changing area for male and female staff who require privacy shall be provided.
- As a minimum, a number of showers for staff who require privacy shall be provided.
- As minimum, secure clothes storage lockers shall be provided for the staff.
- As a minimum there should be separate staff toilets
- Hot and cold water must be provided.



Table 21

Requirement	Parameter	Staff room and kitchen area standard	Changing facilities standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible	Accessible
	Clear and instructive signage	Available as at commencement of agreement period	Available as at commencement of agreement period
Water	Water temperature (hand washing)	35 - 43 degrees centigrade	35 - 43 degrees centigrade
	Water temperature (showers)	35 - 43 degrees centigrade	35 - 43 degrees centigrade
	Drinking water	Available	Available
Drainage		Compliant	Compliant
Ventilation	Air changes	10 - 12	10 - 12
Heating	Air temperature	16 - 20 degrees centigrade	20 - 24 degrees centigrade
	Humidity	50-60%	50 - 60%

#### 4.18 Staff Offices

##### Required Outcome

Staff offices shall be provided to the following standards and outputs, as a minimum.

##### Performance Standards

The following standards and the Requirements of Table 22 are required to be met to ensure that the Zone is available and that the area meets the service level:

Table 22

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of the agreement period
Ventilation	Air changes	3 – 4 per hour
Heating	Air temperature	20-24 degrees centigrade
	Humidity	N/A
Lighting	Luminance values	> 300 lux
Equipment	Sufficient for the number of offices	

#### 4.19 Healthy Living Accommodation (Therapy Rooms)

##### Required Outcome

Flexible accommodation shall be provided to the following standards and outputs, as a minimum.

##### Performance Standards

The following standards and the Requirements of Table 23 are required to be met to ensure that the Zone is available and meets the service levels:

Table 23

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of the agreement period
Water	Water temperature	N/A
	Drinking water	Available
Drainage		Compliant
Ventilation	Air changes	3 – 4 per hour

Requirement	Parameter	Standard
Heating	Air temperature	20 - 24 degrees centigrade
Lighting	Luminance values	> 250 lux

#### 4.20 Support Accommodation – Public Areas

##### Required Outcome

As a minimum, the support accommodation, including all lifts, circulation corridors, and the first aid room within the Leisure Centres shall be provided to the following standards and outputs, as a minimum.

##### Performance Standards

The following standards as set out in Table 24 are required to be met to ensure that the Zone is available and meets the service level:

Table 24

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of the agreement period
Ventilation	Air changes	3 – 4 per hour
Heating	Air temperature	20 - 24 degrees centigrade
Lighting	Luminance values	> 150 lux
Equipment	As required	
CCTV Systems	All internal & external	Operational
	Intruder Detection System	Operational

#### 4.21 Support Accommodation – Non Public Areas

##### Required Outcome

As a minimum, the support accommodation in all public areas including plant rooms, workshop/ maintenance area/ storage provision, stores and cleaners cupboards within the Leisure Centres shall be provided to the following standards and outputs.

## Performance Standards

The following standards as set out in Table 25 are required to be met to ensure that the Zone is available and meets the service level

Table 25

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Visible
Ventilation	Air changes	3 – 4 per hour
Heating	Air temperature	20- 24 degrees centigrade
Lighting	Luminance values	> 150 lux
Equipment	As required	
CCTV Systems	All internal & external	Operational
	Intruder Detection System	Operational

## 4.22 Catering and Vending Areas

### Required Outcome

The Catering Areas and Facilities shall be provided to the following standards and outputs, as a minimum

### Performance Standards

The following standards and the Requirements in Table 26 are required to be met to ensure that the Zone is available and meets the service levels

Table 26

Requirement	Parameter	Bar / Cafe Area Standard	Kitchen Area Standard	Vending Area Standard	Remarks
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible	Accessible	Accessible	
	Clear and instructive signage	Visible	Visible	Visible	
Legislation	Health & Safety Food hygiene	Fully compliant	Fully compliant	Fully compliant	
Water	Water temperature (sinks)	N/A	55 - 60 degrees	N/A	Centigrade (Maximum)
	Drinking water	Available	Available	Available	Minimum
Drainage		Compliant	Compliant	N/A	
Ventilation	Air changes	3 - 4	10 - 12	3 - 4	Per hour
Heating	Air temperature	18 - 20	18 - 20	18 - 20	Centigrade
Lighting	Illuminance values	150 - 250 lux	300 - 500 lux	150 - 250 lux	
Equipment	As available at commencement of interim period	90% to be available at any one time	90% to be available at any one time	90% to be available at any one time	Including chairs & tables
	Vending product range	N/A	N/A	90% to be available at any	

Requirement	Parameter	Bar / Cafe Area Standard	Kitchen Area Standard	Vending Area Standard	Remarks
				one time	
		90% to be available at any one time	N/A	N/A	
CCTV Systems	All internal & external	Operational	Operational	Operational	
	Intruder Detection System	Operational	Operational	Operational	
Staffing	Minimum Required	1	1	N/A	

## 4.23 Car Parking Access and other External Areas

### Required Outcome

As a minimum, the provision of access and parking for staff and Users of the Leisure Centres, together with the safe and secure storage of cycles should be provided to the following standards and outputs, as a minimum.

### Performance Standards

The following standards and the Requirements set out in Table 26 are required to be met to ensure that the Zone is available and meets the service level:

- Lighting levels at the car parks should be maintained
- The Service Provider shall dispose of any fly tipping, abandoned cars etc that are left within the Leisure Centres' boundaries for which they are responsible and take the necessary action to remove unauthorised caravans and related vehicles

Table 27

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Visible
Lighting	Luminance values	10 - 20 lux
Car Parking Spaces	Shall be accessible and clearly marked. Markings shall be visible	
Disabled Spaces	Shall be accessible and clearly marked. Markings shall be visible	
Staff Spaces	Shall be accessible and clearly marked. Markings shall be visible	
CCTV Systems	Internal & external	Operational

The Service Provider is encouraged to extend or provide facilities where there are none or currently existing facilities are not up to the above standards. The Service Provider should provide plans and costs with the tender return.

## 4.24 Athletics Track

### Required Outcome

The Athletics Track shall be provided to the following standards and outputs, as a minimum

### Performance Standards

The following standards and the Requirements in Table 28 are required to be met to ensure that the Zone is available and meets the service levels

Table 28

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Secure storage for all sporting equipment	Fully compliant
	Clear and instructive signage	Visible
Legislation	Health & Safety	Fully compliant
Drainage		Compliant
Lighting	Illuminance values	200 - 300 lux
Equipment	Suitable for the programmed activities	100%
	Spectator seats	90% to be available at any one time
Activity Programming	As per the Output Specification	Implemented
Staffing	Minimum Required	Size & Activity Dependant

## 4.25 All Weather Synthetic Turf Pitch

### Required Outcome

The ATP shall be provided to the following standards and outputs, as a minimum

### Performance Standards

The following standards and the Requirements in Table 29 are required to be met to ensure that the Zone is available and meets the service levels



Table 29

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Secure storage for all sporting equipment	Available as at commencement of interim period
	Clear and instructive signage	Visible
Legislation	Health & Safety	Fully compliant
Drainage		Compliant
Lighting	Illuminance values	200 - 300 lux
Equipment	Suitable for the programmed activities	100%
CCTV Systems	All external	Operational
Activity Programming	As per the Output Specification	Implemented
Staffing	Minimum Required	Size & Activity Dependant

#### 4.26 Greenland Dock (Access)

##### Required Outcome

The Access to Greenland Dock shall be provided to the following standards and outputs, as a minimum

##### Performance Standards

The following standards and the Requirements in Table 30 are required to be met to ensure that the Zone is available and meets the service levels

Table 30

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of interim period
Legislation	Health & Safety	Fully compliant
Equipment	suitable for the activities required	90% available at any one time
CCTV System	Internal & external	Operational
Activity Programming	as per output specification	Implemented
Staffing	Minimum Required	Size & Activity

Requirement	Parameter	Standard
		Dependant

#### 4.27 Watersports Equipment Store

##### Required Outcome

The Watersports Equipment Store shall be provided to the following standards and outputs, as a minimum

##### Performance Standards

The following standards and the Requirements in Table 31 are required to be met to ensure that the Zone is available and meets the service levels

Table 31

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of interim period
Legislation	Health & Safety	Fully compliant
Lighting	Illuminance values	150-200 lux
Equipment	suitable for the activities required	90% available at any one time
CCTV System	Internal & external	Operational
	Intruder detection System	Operational

#### 4.28 Watersports Workshop

##### Required Outcome

The Watersports Workshop shall be provided to the following standards and outputs, as a minimum

##### Performance Standards

The following standards and the Requirements in Table 32 are required to be met to ensure that the Zone is available and meets the service levels

Table 32

Requirement	Parameter	Standard
Access	Free from obstruction or physical destruction so that Zone capable of performing its function	Accessible
	Clear and instructive signage	Available as at commencement of interim period
Legislation	Health & Safety	Fully compliant
Heating	Air temperature	16-20
Lighting	Illuminance values	150-200 lux
Equipment	suitable for the activities required	90% available at any one time

## 4.29 Leisure Equipment

### Required Outcome

There shall be appropriate, sufficient, safe and high quality sports, fitness and other relevant equipment for Users of the Centres at all times during the hours of operation. Such equipment shall be appropriate for people of different abilities and ages and there shall also be equipment that has been adapted for use by people with special needs, where feasible, in accordance with any relevant legislation, IFI accreditation and as needs determine.

### Performance Standards

The Service Provider shall provide all equipment and materials as may be necessary for the provision of the Service and maintain and clean that equipment and materials to the appropriate standard manufacturer's recommendations and in accordance with the Agreement.

The Service Provider shall ensure that all Equipment complies with the relevant National Governing Body, British and European Standards and be limited to the use it was designed for, as specified within the manufacturers or supplier's guideline and/or operating manuals.

The Service Provider shall replace upgrade sports, fitness and other relevant equipment in accordance with the agreed lifecycle programme to ensure that the quality of service is maintained and improved as new and more advanced technology becomes available.

The Service Provider shall ensure that any out-of-order Equipment will be clearly labelled accordingly and information provided as to the estimated timescale for repair and, if relevant, reopening.

## **5.0 Support and Facilities Management Services**

### **5.1 Maintenance**

#### **5.1.1 Introduction**

This section identifies the requirements for the maintenance of the fabric and building services of the Leisure Centres.

The Service Provider shall comply with all applicable operational and legislative standards and with all relevant Guidance.

#### **5.1.2 Overall Approach**

The Service Provider shall, at all times, be able to demonstrate compliance with the following:

- All relevant legislation
- All current British and European Standards and Codes of Practice including Legionella and asbestos management. Where any conflicts between BS and BS EN codes exist, the most current document to take precedent
- Current and Future Building Regulations
- The requirements and recommendations of the Fire Officer and Health and Safety Officer
- The requirements of the Disability Discrimination Act 1995.
- Current Sports governing body standards applicable to the level of performance stipulated

#### **5.1.3 Spares and Information Availability**

The Service Provider shall only install equipment for which spares, full repair manuals and repair services are freely available to independent suppliers / repairers at competitive prices. This availability is to be for the duration of the Agreement plus the agreed residual life for which the spares/information applies.

The Service Providers in-house team shall store spares for higher risk and likelihood items (e.g. lamps, sanitary fixings, door handles). Spares shall be securely stored in designated plant room areas, with only authorised access for key staff members

Spares shall be held by the Service Provider's contractor and their agents for all major plant items.

#### **5.1.4 Arrangements during any Refurbishment works**

It should be noted that where refurbishment is taking place there will be a necessity to close part or all of the facilities at various times.

The Council will endeavour to provide programme details of closures and partial closures, well in advance of works commencement.

Where the centres do remain in operation, the facilities management and operational services should be provided at a level equal to that at 'full' service provision, unless otherwise agreed with the Council.

For those sites where Refurbishment is not being carried out a 'full' standard of service shall be provided at all times.

### **5.1.5 Building Structure and Fabric**

#### **Required Outcome**

The Centres shall be fully available for use, conform to Legislation and statutory requirements, perform in the most efficient manner and achieve full economic life.

#### **Performance Standards**

The Centres shall be maintained by the Service Provider to provide a quality environment and appearance for its Users at all times. Such maintenance shall include but not be limited to repair or replacement of all damaged or inoperable fixtures, fittings, ceiling, wall and floor coverings and windows visible to the users of the Leisure Centres within [5] days of said damage becoming apparent unless a timescale is agreed in writing by the Authority's Representative. In the event such damage causes a serious Health and Safety issue, the Service Provider shall take appropriate measures immediately and as a maximum within 1 hour and shall permanently rectify within 5 days.

The Service Provider shall ensure that on a continuing basis the maintenance is sufficient to ensure that:

- Each Centre's Facilities are available at those times specified in this Services Specification, and the Agreement generally, subject to the agreed Planned Preventative Maintenance Programme and Lifecycle Programme.
- Each Centre's Facilities are kept in good structural and decorative order (subject to fair wear and tear) and in accordance with the Maintenance standards in Appendix 4
- Each Centre's Facilities are maintained to meet their intended and designed lifespan
- Each Centre's Facilities continue to be maintained in a manner, which prevents deterioration of any part thereof (with due regard to expected operational life of each element)
- Services are provided in accordance with this Services Specification and the Agreement
- Each Centre is handed back to the Council at the Expiry Date or Termination Date in a condition complying with the Handback Requirements
- The Service Provider must carry out repair and maintenance on each Centre and services to ensure that, at all times, the plant, buildings and equipment at each Centre is maintained to a high standard of good repair and are fully functional in respect to the activities taking place at each Centre.

Maintenance procedures shall ensure the 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 Centres as a whole
- Are maintained in a manner, which prevents deterioration save for fair wear and tear of any part thereof.
- Are maintained, repaired or replaced in line with any relevant manufacturer's, industry or Council guidelines, and at all times shall be provided in a condition that reflects the Council's requirement that a quality service is provided to the users of each Centre. Items that are subject to manufacturer's or supplier's instructions or recommendations shall be maintained and repaired to that instruction or recommendation unless that item is subject to a more rigorous statutory maintenance regulation or the delivery of the Services requires a higher frequency or standard. The Supplier shall ensure that all repairs and maintenance are carried out promptly with the minimum of delay.
- All maintenance repairs shall use materials that are comparable and compatible with existing materials used on each Centre
- All maintenance activity should be recorded on the Helpdesk and Property Database system
- All work must be carried out in accordance with appropriate British Standards and Codes of Practice in particular BS 8210 – Building Maintenance Management. 4
- Additional Performance Standards required to be met by the Service Provider are set out in Appendix 7
- Appropriately qualified and experienced persons or Sub-Contractors shall carry out all maintenance works.

### **5.1.6 Plant**

#### **Required Outcome**

The Plant in the Centres shall be fully available for use, conform to Legislation and statutory requirements, perform in the most efficient manner and achieve full economic life.

#### **Performance Standards**

All items shall be regularly inspected and systematically maintained by the Service Provider to a high standard of repair, safety and cleanliness.

The Service Provider shall ensure that all items of Plant are maintained, repaired or replaced in line with:

- Any relevant manufacturer's, industry or Council guidelines,
- A condition that reflects the Council's requirement that a quality service is provided to the users of the Centres.
- Manufacturer's or supplier's instructions or recommendations, unless that item is subject to a more rigorous statutory maintenance regulation. Or the delivery of the Services requires a higher frequency or standard.

The Service Provider will ensure that all Plant shall comply with:

- The relevant Technical National Governing Bodies, British and European Standards and;
- Be limited to the use it was designed for, as specified within the manufacturer's or supplier's guideline and /or operating manuals.

Subject to obtaining the Authority's Representative's prior written consent, the Service Provider shall as soon as possible replace any item of Plant that becomes outworn, incapable of repair, or unsightly with equipment that is of an equivalent or enhanced specification, colour, shape and style for its context, location and environment.

### **5.1.7 Planned Preventative Maintenance Programme**

In accordance with its obligations in the Agreement, the Service Provider shall submit a Schedule of Planned Programmed Maintenance for the first year of operation. This Schedule of Programmed Maintenance will show all necessary tasks and indicate if same will impact on the operation of the Centres. Full Method Statements for all tasks and risks assessments where appropriate will be provided and this will constitute part of the Service Delivery Plan. The Schedule of Programmed Maintenance will be reviewed and agreed with the Council in accordance with the terms of the Agreement.

All Programmed Maintenance shall be carried out by appropriately skilled personnel or subcontractors. Where there is failure of adequate Programmed Maintenance that causes a Repair or early lifecycle replacement such cost will be met by the Service Provider.

All items, including resistance, cardio-vascular and all other exercise and sports (including water sports) equipment to be used by the public, shall be regularly inspected and systematically maintained by the Service Provider to a high standard of repair, safety and cleanliness.

The Service Provider shall ensure that all items of Equipment and Plant are maintained, repaired or replaced in line with any relevant manufacturer's, industry or Council guidelines, and at all times shall be provided in a condition that reflects the Council's requirement that a quality service is provided to the users of the Centres. Items that are subject to manufacturer's or supplier's instructions or recommendations shall be maintained and repaired to that instruction or recommendation, unless that item is subject to a more rigorous statutory maintenance regulation. Or the delivery of the Services requires a higher frequency or standard.

### **5.1.8 Maintenance Monitoring and Checks**

Maintenance checks shall as a minimum be carried out in following ways:

The Service Provider's contractor shall undertake maintenance checks in the form of condition reports during planned, preventative visits and during scheduled inspections and tests;

The Maintenance Technicians shall be responsible for daily and weekly checks on specific items of equipment and this will form part of their weekly checklist;

The manager on duty at each of the Centres shall undertake some visual inspections of maintenance items. This will include progress reporting on corrective actions;

The Service Provider shall carry out six-monthly audits of each Centre's compliance to statutory legislation on building maintenance documentation (e.g. lightning protection, gas safety, pressure vessels, lifting equipment, water hygiene) in accordance with industry best-practice as advised by both external OHSAS 18001 Auditors and QLM (Southwark's retained H&S auditors). The frequency shall capture all relevant documentation and compliance to areas such as fire safety, lifting equipment checks, emergency lighting checks, water hygiene testing, asbestos management etc).

## **5.2 Cleaning**

### **Required Outcome**

The Service Provider is required to achieve a highest possible level of cleanliness through out the Centres and their grounds which:

Provides a standard of Service that helps to provide a positive image of the Council and Service Provider and a level of cleanliness which provides an acceptable environment for all visitors and staff.

Provides an efficient, quality driven Cleaning Service

The Cleaning Service shall consist of the following Services and can be divided thus:

#### **5.2.1 Cleaning:**

Scheduled and reactive internal and external cleaning

Deep and Specialist Cleaning

Spot checks and spot cleaning during the day of changing facilities and public toilet areas

#### **5.2.2 Other Services:**

Window Cleaning

Removal of Waste

Feminine Hygiene

#### **5.2.3 Performance Standards**

##### **Areas to be Cleaned**

The Service Provider shall be responsible for the cleaning of all areas. Within each of these areas, the Service Provider shall be responsible for cleaning to agreed standards (For the Cleaning standards please see Appendix 6) the following elements:



- All internal and external glass surfaces;
- All floors, walls, and ceilings including skirtings and architrave's, pipes and ducting; (including lifts and stairways)
- All sanitary ware, including replenishments of disposables;
- All showers and shower areas
- All furniture, fixtures and fittings, including doors.
- All external features, fire exits stairwells, and entrance and exits;
- Electrical fixtures and appliances;
- All soft furnishings
- Odour control and general tidiness
- Ducts, grills and vents
- Emptying of waste bins
- Wetside areas including pool and changing areas
- Sauna and Steam rooms
- All therapy and consulting room equipment

The service shall be carried out to the satisfaction of the Council who will carry out inspections and audits (in conjunction with the Contract Managers) to help ensure that the correct standard is being achieved.

#### **5.2.4 Operational Requirements**

Cleaning shall start at least an hour before the Centre is open, so that floors in the changing rooms, reception areas and toilets are able to dry out. There shall be a half an hour overlap where the Centre is open and the cleaning is on-going.

The activities of the cleaning staff shall be scheduled so as to minimise any potential disruption of customers during this overlap period. The Cleaning Supervisor shall remain on site, once the routine cleaning is complete, to walk around with the Service Provider Duty Manager or Centre Manager to check the cleaning on a daily basis.

### 5.2.5 Routine Cleaning

The Standards for Cleaning are in appendix 6. The cleaning frequencies are below. These cleaning frequencies should be used as a basis for the cleaning and is the minimum cleaning frequency that is required for the areas detailed in the cleaning frequency table.

#### Minimum Routine Cleaning Frequencies

Table 33

Area	Task	Minimum Frequency	Number of Days a Week
<b>Internal Areas</b>			
Toilet areas inc Staff toilets	Cleaning	Daily	7 days a week
Shower areas inc staff showers	Cleaning	Daily	7 days a week
Changing Rooms wet and dry inc staff changing facilities	Cleaning	Daily	7 days a week
Pool side and surrounding areas	Cleaning	Daily	7 days a week
Gyms	Cleaning	Daily	7 days a week
Studios	Cleaning	Daily	7 days a week
Reception Areas		Daily	7 days a week
Spa area and facilities	Cleaning	Daily	7 days a week
Hydrotherapy Pool side and surrounding areas	Cleaning	Daily	7 days a week
Public areas, stairs, stairwells, corridors, lifts	Cleaning	Daily	7 days a week
Offices, staff rooms and non public corridors	Cleaning	Daily	Monday – Friday, 5 days a week
<b>External Areas</b>			
Entrances and Exits	Sweeping, litter picking, spot cleaning of glazing	Daily	7 Days a week
Car Parks and Pedestrian walkways	Sweeping, litter picking	Daily	7 Days a week
Flower beds and lawns	Litter picking	Daily	7 days a week

### 5.2.6 Reactive Cleaning

The Service Provider shall provide a reactive cleaning service during the opening hours, to address ad hoc Emergency or Routine cleaning requests. The Service Provider shall respond to service requests within agreed service response times. The Service Provider shall return the affected elements to the required cleaning standards in Appendix 6 within the allotted rectification time. Reactive cleaning tasks include but are not limited to:

- Internal and external spillages of substances.
- Replenishment of consumables and disposables
- Cleans associated with building and maintenance works.
- Untoward incidents such as flooding.
- Other requests received by the helpdesk

### 5.2.7 Spot Checks and Spot Cleaning

The Service Provider shall carry out spot checks and spot cleans of the wet and dry changing areas and public toilet areas. The results of these spot checks shall be available, so that the users of the area and the Council can see that the area has been checked within the last hour. The Service Provider shall employ sufficient numbers of both female and male staff including Lifeguards to ensure that these spot checks and cleans can be carried out when the facilities are in use. These spot checks and cleans shall be carried out during the Minimum Opening Hours, seven days a week. Such spot checks shall have a minimum frequency of hourly.

### 5.2.8 Deep and Specialist Cleans

In addition to routine and reactive cleaning the Service Provider shall undertake deep and specialist cleaning in accordance with an agreed schedule with the Council. Please see indicative frequencies below:

Table 34, Deep and Specialist Cleaning

Cleaning Type	Element/ Area	Frequency
Deep Cleans	Toilet Area	6 monthly
	Changing Areas	6 monthly
Specialist Cleans	Swimming Pools and surrounding areas	Annual
	Sauna and Steam Rooms	Annual
Periodic Cleans	Soft Floors	6 monthly
	Soft Furnishings	6] monthly

## **5.2.9 Materials and Equipment**

### **Materials**

The Service Provider shall supply all necessary cleaning materials for execution of the work and will ensure that all such materials will conform to all necessary regulations and Health and Safety standards relevant to them and any specific Council requirements including environmental considerations. The Service Provider is to provide copies of all necessary COSHH regulation data sheets for retention on the Centre sites.

### **Equipment**

The Service Provider shall be responsible for the supply of all equipment, machines, etc. to enable execution of the works to meet the cleaning standards in Appendix 6. There is a list of cleaning equipment provided in Schedule \*\* of the contract. The list identifies the equipment that belongs to the Service Provider and their agents.

### **Storage of Equipment and Materials**

The Service Provider shall ensure that all materials and equipment are stored in the agreed storage areas in the appropriate manner to meet health and safety requirements.

## **5.2.10 Other Duties**

The Council has an expectation that the Service Provider shall use best endeavours to increase efficiency and provide added value to the cleaning Service. As a minimum, it is expected that the Service Provider shall train their staff to undertake a visual inspection of the building whilst carrying out their normal duties and will report issues to the Help Desk using, as an example, the checklist below:

- External – evidence of graffiti on walls
- External – lights to signs not working
- Internal – lights not working
- Internal – taps dripping or pipes leaking
- Internal – toilets blocked causing overflow
- Internal – immovable deposits (e.g. tar) to carpets, hard floors or fixtures and fittings
- Evidence that may indicate contamination by vermin
- Loose carpets or other trip hazards
- Any other M&E or fabric issue

Any issues discovered should be resolved by the Service Provider staff if it is within their scope of service, or reported to the Help Desk

### **5.2.11 Feminine Hygiene**

The Service Provider shall provide a feminine hygiene service for all the Leisure Centres. There shall be a feminine hygiene unit in every female cubicle through out the Leisure Centres. The units shall be exchanged on a regular basis. They should be clean, odourless and not overflowing.

### **5.2.12 Window Cleaning**

The Service Provider shall employ a sub-contractor to clean the windows and the glazing in all the Leisure Centres. The Service Provider shall ensure that the low level windows and glazing is cleaned on a monthly basis and that the high level windows and glazing is cleaned quarterly.

## **5.3 Pest Control**

### **Required Outcome**

The Leisure Centres shall be kept and maintained free of pest infestations at all times. .

### **Performance Standards**

The Service Provider shall:

- Keep and maintain the centres free of pest infestation including, rats, mice, cockroaches, ants, moles, pigeons, woodlice, flies, millipedes, wasps, bees, lice and mites, silverfish, ants and fleas.
- The Service Provider is to undertake routine surveys and treatment measures as necessary to maintain a pest infestation free environment
- The Service Provider will pay particular attention to high risk areas including café and vending areas, storage areas and ensure appropriate pest control regimes for these and all areas of the centres
- The Service Provider shall undertake risk assessments for pest infestation and review these on a regular basis to determine the scope and frequency of treatment regimes.
- Hire of specialist Contractors to undertake pest control;
- The Service Provider shall keep accurate records of all surveys, treatments and other aspects of the pest control services.
- Surveys for pests should be undertaken in order that identification of infestation (actual or potential) is achieved at the earliest possible stage with a view to prevention rather than the need for reactive resolution to be initiated;
- Identification and removal of entry points to the Leisure Centres used by pests is to be an integral part of the Pest Control measures.
- The service shall be responsive enough to cope with incidents without jeopardising the health and safety of the Leisure Centre users;
- Preventative pest control measures will be provided where required for compliance with statutory provisions and otherwise where necessary to ensure that the sites remain free of pests.

- Upon discovery by the Service Provider or notification to the helpdesk, the Service Provider will investigate and respond accordingly to every occasion where the building or grounds become subject to pest infestation. Action and monitoring will continue until the infestation is eradicated.
- Toxic materials are not to be used in the treatment processes unless there is demonstrable evidence that the use of such materials provides greater overall benefit to the health and welfare of the users of the Leisure Centres than the failure to employ such materials.;
- When selecting the method of removing any pests, consideration shall be given to the consequences of the death and decomposition of the target species within the building structure;
- When selecting the method of removing and pests, consideration is to be given to situations where the target species has been confined alive but in a distressed state.

## **5.4 Waste Disposal and Recycling**

### **Required Outcome**

The Service Provider shall dispose of all waste in an environmentally friendly manner and in accordance with Council policies and procedures, including proper disposal of controlled waste (including clinical waste). The Service Provider shall take measures to reduce, re-use and recycle waste wherever possible.

### **Performance Standards**

The Service Provider shall ensure that all waste and refuse is stored properly in the areas provided, in containers approved by the Council, pending collection.

The Service Provider shall arrange for the waste to be collected and disposed of. The Service Provider shall use an authorised waste company and ensure that they hold suitable licenses and certification for the disposal of waste.

The Service provider shall be responsible for providing receptacles for the disposal of the rubbish. This shall include receptacles for general waste, recycling and clinical waste where necessary.

Refuse shall not be disposed of by burning at any of the Centres.

The Council recycling targets are agreed annually. The Service Provider should work towards the agreed waste recycling targets appended at Appendix 11.

The Service Provider shall achieve a target of 50:50 ratio of general waste to recycling by 1<sup>st</sup> May 2010.

## **5.5 Catering / Vending**

### **Required outcome**

The Service Provider shall provide a high quality Catering Service, which offers a range of appetising and nutritious food and drink to enable all visitors and users of the Centres to have a choice, which reflects their requirements. The service shall provide for changing customer needs.

### **Performance Standards**

#### **5.5.1 Café Service (Dulwich only)**

It is proposed that the Service Provider shall provide a high street style café Service within Dulwich Leisure Centre once the works are complete.

The café shall offer a variety of good quality, affordable, nutritionally balanced and healthy food and drink. The Service Provider shall promote the Council's policy on healthy eating and shall encourage a reduction in salt, sugar and fat. The café service will provide high standards of hygiene and presentation and comply with all relevant legislation, guidelines and best practice.

Menus, prices and refreshment charges for the café should be clearly displayed within the Café area and around the Centre.

The opening times of the café will coincide with need and demand and be in conjunction with the main programme of activities and services. In general it would be expected that the Café shall be open for the Minimum Opening Hours.

Crockery shall be used within the café. Disposable cups and plates shall be provided for staff that use the café as a takeaway facility.

Catering staff shall clear the tables in the café area of items that require cleaning, as well as any disposable packaging and other rubbish, which should be removed for disposal. Tables shall be wiped clean after clearing and clearing shall take place as soon as possible after a table is vacated and prior to the next customer's use.

#### **5.5.2 Coffee and Juice Bar**

It is proposed that the Service Provider shall provide a coffee and juice bar style service at some Centres. It is intended that this would be located to the rear of reception and would provide limited catering to users.

The coffee and juice bar shall offer a limited variety of good quality, affordable, nutritionally balanced and healthy food and drink. The Service Provider shall promote the Council's policy on healthy eating and shall encourage a reduction in salt, sugar and fat. The coffee and juice bar service will provide high standards of hygiene and presentation and comply with all relevant legislation, guidelines and best practice.

Menus, prices and refreshment charges for the coffee and juice bar shall be clearly displayed.

The opening times of the coffee and juice bar will be during the Minimum Opening Hours, as identified in appendix 2.

Staff shall clear the tables and seating in the seating area of items that require cleaning, as well as any disposable packaging and other rubbish, which should be removed for disposal. Tables shall be wiped clean after clearing and clearing shall take place as soon as possible after a table is vacated and prior to the next customer's use

### **5.5.3 Vending**

The Service Provider shall be responsible for procuring, installing, commissioning, maintaining, cleaning vending machines according to manufacturer's instructions and any other ancillary equipment required to provide a vending service.

The Service Provider shall provide a vending service at all the Centres that is high quality, affordable and provides nutritionally balanced and healthy food. This shall, as a minimum, provide a range of hot and cold drinks and snacks.

In particular, the Service Provider shall provide hot drinks vending machines at both Dulwich Leisure Centre and at Seven Islands Leisure Centre.

It is likely that there shall be increasing participation at each of the Centres. Therefore the Service Provider shall continually review the provision of vending machines across the portfolio to ensure that they are providing an appropriate mix

The Service Provider shall replenish all contents and maintain machine stocks, ensuring sell by dates and good stock rotation methods are adhered to.

The vending service shall be available at all times when the Centres are available to the public.

Vending prices shall be clearly displayed and shall not be changed without prior agreement with the Council.

Service Provider shall ensure that clearly displayed is a customer care contact number for vending machine users to report faults or low stocks. All user complaints shall be the responsibility of the Service Provider

Vending areas shall be provided with appropriate litter bins. All vending areas shall be kept clean and tidy at all times

Free water dispensers shall be provided in the cardiovascular and resistance training gyms and immediately outside exercise studios and other activity areas.



#### **5.5.4 Health, Safety and Hygiene**

The Service Provider shall develop and implement appropriate operational policies, procedures and practices to ensure health, safety, food safety and hygiene standards are maintained at all times.

In all areas the Catering Service shall comply with current legislation and guidelines as a minimum.

The Service Provider Catering Staff shall maintain proper standards of food safety, personal hygiene and personnel apparel, in accordance with the Industry Guide to Good Hygiene Practice at all times

The Service Provider shall operate to the highest standards of cleanliness and ensure that a checklist is completed each day and signed by a Supervisor. These checklists should be retained for inspection by the Council and/or the Environmental Health Officer. In conjunction with the cleaning service, the Catering service provider shall ensure all facilities used for catering are cleaned after use.

The Service Provider shall ensure waste derived from the Catering Service shall be disposed of safely according to agreed Council procedures.

#### **5.6 Security**

##### **Required outcome**

The Service Provider shall provide a Security service for the leisure centres that includes the provision of both physical security measures to ensure the security of the buildings and an out of hours key holding and response service. The service shall deliver the following:

- Maintain the safety of all persons, and their belongings, at the Centres
- Protect the Centres and property of the staff, members of the public and visitors against theft, vandalism, malicious tampering and criminal damage;
- Ensure visitors and members of the public have access to the required leisure services.
- Comply with the Council's Policies and procedures as appropriate.

## **Performance Standards**

The Service Provider shall provide a security service that shall include but not be limited to the following elements:

- Surveillance and monitoring systems e.g. closed circuit television
- Access control
- Out of hour's key holding and response service

The Service Provider shall undertake a security risk assessment for all the Centres including steps to mitigate risks identified and review this on an annual basis (as a minimum) or after a security incident.

The Service Provider shall work with the Local Community Police Liaison Officer and the Local Wardens to ensure both the continued security of the Leisure Centres and to assist in contributing to the security of the local area.

### **5.6.1 Building Security**

The Service Provider shall provide building security systems to ensure the security of the buildings. These shall include, but should not be limited to:

External doors and windows shall be fitted with appropriate locks and alarms and security grills, where necessary.

CCTV cameras shall comply with current industry standards and be capable of producing film footage that would be admissible evidence in the event of legal proceedings arising from a breach of security (or related event) at the Centres. The CCTV cameras shall be upgraded to digital where possible.

All Centres shall have an intruder alarm system, which shall be compliant with current industry standards and be connected to a security control centre via a red care line for notification of activation outside of the hours of operation.

Turnstiles located in Reception areas shall comply with current industry standards, be operable remotely and flexible as needs determine (i.e. access for wheelchairs and child buggies).

The Service Provider shall ensure that all security systems are fitted according manufacturer's guidelines, are to legislative requirements and are maintained, so that the leisure centres are secure and not left insecure, as a result of inoperative security systems.

### **5.6.2 Security Service**

The Service Provider shall provide a key holding and out of hours response service. In the event of an activation of the intruder alarm out of hours the Service Provider shall attend and ensure that there has been no breach of security. An appropriate number of experienced and qualified key holders amongst the Service Provider's Staff shall be available for emergency call outs at all times. The key holders shall be trained and shall not undertake any action that could put themselves at risk. The list

of key holders shall be reviewed on a regular basis or when circumstances have changed, for example a when a key holder has left the company

## **6.0 Schedule of Derogations**

The following is a listing of specific areas at the Leisure Centres where the standards indicated in the specification will not be met until lifecycle works have been completed in accordance with the agreed lifecycle programmes. For the avoidance of doubt, unless detailed in this paragraph 6, the standards within this specification shall be met. Once lifecycle works have been carried out then the standards within this specification shall be met.

### **6.1 Peckham Pulse Leisure Centre**

#### **6.1.1 Access Requirements**

All areas of the centre are DDA compliant, however it is noted that the current doors are heavy. Unless these doors are replaced as part of the Lifecycle Programme this will not alter.

#### **6.1.2 Drains**

The drain in the car park is blocked and/or collapsed.

#### **6.1.3 Lighting Levels**

Lighting Levels in the Soft Play area shall meet a minimum of 100 lux unless the equipment layout is altered to facilitate reaching the specified levels.

### **6.2 Dulwich Leisure Centre**

There are no derogations

### **6.3 Surrey Docks Water Sports Centre**

There are no derogations

### **6.4 Camberwell Leisure Centre**

#### **6.4.1 Access Requirements**

The following areas are not fully DDA compliant; however the Contractor shall instigate management procedures of the centres to mitigate as far as possible any shortcomings due to the extant building configuration:

- Entrance Area
- Viewing area for pool
- Multipurpose Dance Studio and Fitness suite

- Function rooms on the first floor
- Staff offices
- Non public support accommodation

#### **6.4.2 Chilled drinking water**

This is not available in the Fitness Suite or Crèche.

Drinking water throughout the centre is fed from a tank. Remedial works to the tank will be undertaken prior to the 1<sup>st</sup> April which will ensure that the water is potable

#### **6.4.3 Secure Storage**

This is not available in the Fitness Suite or Dry Changing rooms

#### **6.4.4 Drains**

Drains in the Wet and Dry Changing rooms and the car park are either blocked or collapsed.

#### **6.4.5 Ventilation**

Mechanical Ventilation to all areas except the Swimming Pool is not operational. Mechanical Ventilation to the Swimming Pool is operational but is insufficient to fully meet the requirements of the Output Specification. The requirement for the Swimming Pool is that the mechanical ventilation is performing at no worse a condition than on the 1<sup>st</sup> August 2009.

#### **6.4.6 Temperatures**

Minimum temperatures can be met throughout the facility; however maximum temperatures cannot be achieved.

#### **6.4.7 Humidity**

Humidity requirements throughout the centre cannot be met.

#### **6.4.8 Lighting levels**

Minimum lighting levels in the Multipurpose Dance Studio and Fitness Suite shall be 150 lux.

#### **6.4.9 Swimming Pool Cover**

A manual swimming pool cover is not currently installed. Camberwell will be supplied with a liquid pool cover system on a six month trial basis. During this trial the Contractor shall ensure that the system is adequately topped up with chemicals to ensure that the system is in operation at all times and will undertake water testing as necessary to prove that this is the case. During the trial the Contractor shall take weekly gas meter reading on the same day every week at the same time so the effectiveness of the system can be assessed.

Following on from the trial, if the system is agreed to be retained and/or is extended to other centres the Contractor shall meet the requirements indicated during the trial until the Contract expires

## **6.5 Elephant and Castle Leisure Centre**

### **6.5.1 Access Requirements**

All areas except for the reception area and car parking are not fully DDA compliant; however the Contractor shall instigate management procedures of the centres to mitigate as far as possible any shortcomings due to the extant building configuration:

### **6.5.2 Hot Water Systems**

Hot water controls are not fully functioning and this means that the specification cannot be fully met

### **6.5.3 Drains**

Drains serving the toilets and dry changing areas are not fully free flowing

### **6.5.4 Ventilation**

Mechanical Ventilation to all areas is not operational.

### **6.5.5 Heating**

Minimum temperatures can only be achieved in Reception, the toilets and non public support accommodation.

### **6.5.6 Humidity**

Humidity requirements throughout the centre cannot be met.

## **6.6 Seven Islands Leisure Centre**

### **6.6.1 Access Requirements**

All areas except for the pool, wet changing and catering and vending are not fully DDA compliant; however the Contractor shall instigate management procedures of the centres to mitigate as far as possible any shortcomings due to the extant building configuration:

### **6.6.2 Secure Storage**

The secure storage in the Sports Hall is insecure due to poor condition of existing doors

### **6.6.3 Drainage**

Drainage to the dry changing rooms is not currently free flowing due to blockage/collapse.

#### **6.6.4 Ventilation**

Ventilation details awaited from ECH

#### **6.6.5 Heating**

Works details awaited from ECH – until provided derogation cannot be confirmed

#### **6.6.6 Humidity**

Humidity requirements throughout the centre cannot be met.

#### **6.6.7 Lighting levels**

Minimum lighting levels in the Staff changing areas to be 150 lux, as a result of a restricted number of fittings

#### **6.6.8 Intruder Detection**

This is not installed in the car park.

### **6.7 Southwark Park Sports Centre**

#### **6.7.1 Access Requirements**

All areas of the centre are DDA compliant, however it is noted that the current doors are heavy. Unless these doors are replaced as part of the Lifecycle Programme this will not alter.

#### **6.7.2 Chilled Drinking Water**

Currently no access to chilled water in the Fitness Suite.

#### **6.7.3 Secure Storage**

The only secure storage available is within the staff area.