

LEISURE AND CULTURAL SERVICES CONTRACT

SERVICES SPECIFICATION

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Background and Summary

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

The Specification is set out in five Sections:

1 Section 1 – Summary of Services and General Performance Requirements

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

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

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

2 Section 2 – Specific Services in more detail

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

3 Section 3 – Client Side Services

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

4 Section 4 – Sites, Premises & Facilities

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

5 Section 5 – Appendices

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

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

Section 1 – General Performance Requirements

PART 1 SERVICE DELIVERY

1 THE SERVICES

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

2 SPECIFIC SERVICES

- 2.1 **Strategic Aim:** To deliver and enable excellent cultural services which: engage and inspire people; develop welcoming, high-quality places; and strengthen vibrant, sustainable and healthy communities.
- 2.2 The Concessionaire shall provide the Specific Services as contained within **Section 2**, and shall be responsible for managing these Services in line with the requirements and objectives of the Council as set out in Section 2.
- 2.3 The Specific Services cover services in respect of :
- 2.3.1 Parks
 - 2.3.2 Playgrounds
 - 2.3.3 Bereavement
 - 2.3.4 Leisure and Sports
 - 2.3.5 Putney School of Art and Design
 - 2.3.6 Arts
 - 2.3.7 Events
 - 2.3.8 Filming; and
 - 2.3.9 Public Halls

3 CONCESSIONAIRE CLIENT SIDE SERVICES

- 3.1 The Concessionaire shall provide day to day management for the contracts and service level agreements that are in place with Council departments as set out in Section 3. The Concessionaire shall:
- 3.1.1 Manage the services in line with the specifications, requirements and contracts agreed and signed by the Council;
 - 3.1.2 Monitor the performance of the contractors against their contracts;
 - 3.1.3 Review invoices submitted by the contractors and confirm to the Council whether payment should be made in full or whether deductions should be made together with reasons;
 - 3.1.4 Instigate performance mechanisms to ensure adequate performance of the services under the contracts;
 - 3.1.5 Respond to contractor requests and queries;
 - 3.1.6 Organise and attend contractor review meetings in line with the provisions of the contract;
 - 3.1.7 Carry out spot checks of the services provided;
 - 3.1.8 Respond to complaints made against the contractor;
 - 3.1.9 Follow up on any health and safety incidents;
 - 3.1.10 Assist the Council in contract exit and re- tendering as applicable;
 - 3.1.11 Assisting the Council in budget forecasting and advising on trends and projections in spending;
 - 3.1.12 Assisting the Council in relation to the services provided generally
- 3.2 The Council, following discussions with the Concessionaire, shall normally be responsible for contract renewals.
- 3.3 For the avoidance of doubt the Concessionaire shall only provide Client Side Services in relation to the Contracts listed in Section 3. The Concessionaire shall not provide Client Side Services for either the Leisure Centre Contract or the Library and Heritage Services Contract.

4 PREMISES MANAGEMENT SERVICES

4.1 Premises

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

- 4.1.1.2 Premises which the Concessionaire will manage for use as bookable facilities (**Table 2**);and
- 4.1.1.3 Premises which the Concessionaire will manage and which do not generate income (**Table 3**);and
- 4.1.1.4 Premises which are residential properties which are leased to the Concessionaire for use by its own staff (**Table 4**);and

together known as the “Premises”. The Concessionaire shall enter into leases or licences for each of the Premises listed in Table 1, 2 and 4. The Concessionaire shall not enter into leases or licences of the Premises listed in Table 3.

4.2 **The Concessionaire’s Maintenance and Repair Obligations**

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

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

- the Concessionaire is required to report any suspected damage to asbestos to the Council.

4.2.2 Changes to the Premises

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

4.2.3 Maintenance of Equipment and Fittings –

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

4.2.4 Housekeeping and cleaning –

The Concessionaire shall be responsible for ensuring cleaning of all areas of the Premises, including Equipment, Fixtures and Fittings. The level of cleanliness must be visibly acceptable at all times, taking due account of Customer expectations, the environment and use of the Premises and all relevant hygiene and health and safety regulations:-

4.2.5 Security –

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

4.2.5.1 The Concessionaire shall at all times be responsible for the total security of the Premises, including all areas of the buildings, structures and amenities, plant and Equipment therein. The Concessionaire shall ensure that appropriate arrangements are in place for the security and locking of the Premises (where agreed/required) and that out of hours contact details are provided to the Authorised Officer for use in an emergency.

4.2.5.2 The Concessionaire shall ensure that alarm systems, where fitted, are operated in accordance with manufacturers operating instructions when the Premises covered are not occupied. The Concessionaire shall report faults with the alarm systems to the Council.

4.2.6 Grounds Maintenance

The Concessionaire shall ensure that the hard and soft landscaping of the grounds are maintained in a clean, tidy and safe condition and present a welcoming external aspect and approach to the Premises. The Concessionaire shall be responsible for all aspects of landscape maintenance which shall include, without limitation, all grassed and planted areas (including flowerbeds, shrubberies, hedges and trees)

4.2.7 Environmental policy and energy conservation -

4.2.7.1 The Concessionaire shall have clear environmental sustainability policies and procedures.

4.2.7.2 The Concessionaire shall operate the Premises in an environmentally friendly and sustainable manner, having regard to the design of the Premises and the existing Plant, Fixtures and Fittings and state of repair of the Premises and shall take all reasonable steps to reduce energy consumption, minimise chemical usage, recycle appropriate non-hazardous wastes, recycle and reduce water consumption and therefore will be responsible for both the reporting of CO₂ emissions and any fee liable to the Treasury in relation to the Government's Carbon Reduction Commitment if such a fee is applicable for the organisation.

4.2.8 Utilities

4.2.8.1 The Concessionaire shall be responsible for the provision of and payment for all utilities at all Premises listed in **Tables 1, 2, 3 and 4 of Section 4.**

4.2.8.2 The Concessionaire shall take meter readings for all utilities at all Premises at the beginning and end of the Contract Period.

4.2.8.3 The provisions of Schedule 13 of the Agreement (Multi-occupier Premises) shall apply in relation to the Premises identified therein.

4.2.9 Table 4 Premises

4.2.9.1 The Council shall grant to the Concessionaire on the Commencement Date, a lease in relation to those Premises listed in Table 4 in the form set out in Schedule 7 of the Agreement.

4.2.9.2 The Concessionaire shall maintain and repair all the Premises set out in Table 4 of Section 4 and shall enter into and comply with a full repairing lease in relation to such premises. The full repairing lease as included at Schedule 7 of the Agreement sets out all the maintenance responsibilities of the Concessionaire in relation to these Premises. The Concessionaire shall only use the Premises listed in Table 4 in conjunction with the delivery of the concession and shall ensure that they are only occupied by staff of the Concessionaire on a service tenancy basis. In particular it shall ensure that no person is in occupation of any Table 4 Premises in circumstances where he or she could claim security of tenure beyond the term of the Agreement. In the event that the Concessionaire determines that any of these Premises are surplus to their requirements they shall notify the Council and shall discuss the future use of the Premises through the Change Procedure.

- 4.2.9.3 The standards of condition of the Premises included in Table 4 **at Section 4** shall be produced by the Council prior to the Commencement Date and these Condition Surveys are set out for information only in **Appendix 3**.

4.3 The Council's Repair Obligations

4.3.1 The Council shall be responsible for all routine and preventative maintenance and repairs not referred to in paragraphs 4.2, at the Premises, excluding the Premises set out in Table 4 of Section 4, (for which the Concessionaire shall be responsible). The "Council's Repair Obligations" are further defined in the Agreement, and include, but are not limited to, the following:

- 4.3.1.1 in relation to the internal surfaces and structures including decoration of the surfaces;
- 4.3.1.2 external surfaces and external structure of the Premises, including external decoration of the surfaces;
- 4.3.1.3 Plant at the Premises.

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

4.3.2 Closures for planned maintenance -

4.3.2.1 Prior to the commencement of each year of the Contract Period, the Council will prepare an annual planned maintenance programme except in relation to the Table 4 Premises. The Council will consult with the Concessionaire on the development of the annual planned maintenance programme and shall agree the plan, including any closures, with the Concessionaire.

4.3.2.2 The Council may from time to time need to close Premises to carry out planned maintenance. Such closures shall be clearly shown on the planned maintenance programme. The Council shall provide the Concessionaire with no less than 3 months' notice of any such closures. The Concessionaire shall not be entitled to any compensation or payment in relation to such planned maintenance, save in the following circumstances:

- 4.3.2.2.1 Closure was not included in the agreed annual planned maintenance programme;
- 4.3.2.2.2 Closure exceeded the agreed planned closure period;
- 4.3.2.2.3 The works undertaken are of such poor quality, design or implementation that they have a material and adverse impact on the Concessionaire's ability to deliver the Services in accordance with this

Agreement and/or the Concessionaire's Business Plan.

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

4.3.3 Unplanned and enforced closures –

4.3.3.1 In cases where the unplanned closure is due to works to be carried out by the Council in accordance with its responsibilities for the structure of the sites, premises and facilities the Council shall contact the Concessionaire as soon as it becomes aware of the need for the closure, by telephone or by email. The Council shall provide the Concessionaire with details of the event leading to the closure, the expected length of the closure and the areas affected by the closure.

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

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

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

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

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

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

4.4 General Improvements and Works

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

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

- 4.4.3 The Council shall at their absolute discretion either accept the proposals or reject them. Any such improvement works will be carried out by the Council or at the Council's discretion and subject to the receipt of no less than three quotations, by the Concessionaire on the Council's instruction.

4.5 Use of Premises

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

5 CONSULTANCY AND ADDITIONAL SERVICES

- 5.1 The Concessionaire shall also provide Consultancy Services to the Council in relation to other aspects of Leisure and Culture within the Borough, as reasonably required by the Council from time to time. Such advice to be provided by the Concessionaire's own pre-existing internal resources.
- 5.2 Areas for consultancy and advisory services are likely to include (without limitation):
- 5.2.1 Advice on and in relation to the Council's leisure centres management contract, its tennis courts concession contract and other leisure and cultural services contracts;
- 5.2.2 Advice to the Council on and in relation to the Council's Armed Forces Community Covenant including advising the Council's 'Armed Forces Champion' on duties required and duties in relation to the Regular and Reserve Armed Forces and cadet and veteran communities;
- 5.3 In addition, the Concessionaire shall apply for and maintain membership of Heritage Wandsworth and provide advice on heritage issues.

PART 2 – INCOME AND CHARGES

6 PRICING AND CHARGES

- 6.1 The Council shall set maximum fees for Customers for some facilities (“the Charges” as identified in Appendix 1). The Council shall review and set these maximum fees annually in line with the Council’s financial regulations. The Council shall consult with the Concessionaire when setting these maximum fees of the Charges.
- 6.2 The Concessionaire shall be entitled to set fees for the Charges for Customers provided such fees are below the maximum set by the Council. The Concessionaire shall not be entitled to charge more than the maximum fees at any time unless otherwise agreed with the Council.
- 6.3 The Concessionaire shall have full discretion to set fees for the use of facilities by Customers in areas other than the Charges.
- 6.4 No later than [15] August of each Contract Year the Concessionaire shall prepare and provide the Council with proposals for the maximum fees for the Charges for the forthcoming calendar year. Such charges will be subject to review by the Council in October of each Contract Year and the Council shall respond in writing to the Concessionaire’s proposals by no later than 15 September in each Contract Year. The Council may, acting reasonably, object to the proposed changes if any of the proposed fees if the Council considers the proposed fees Charges are unreasonable and shall refer any objections back to the Concessionaire for discussion. An agreed set of proposals for the Charges shall then be referred to the appropriate member-level body for approval.
- 6.5 The Council may at its discretion consider increases in fees levied for Charges by the Concessionaire which are in excess of the maximum if they result from changes in external funding in particular any reductions in funding support or additional costs imposed by Government or the Council for activities at the Putney School of Art.
- 6.6 If changes in the Charges are agreed, the new charges will take effect from 1st January or such other date as is appropriate to the service to which the particular charge applies, provided always that the Customers shall be given no less than 28 days’ notice of any increase in prices.
- 6.7 Where relevant, details of current charges shall be prominently displayed at all Customer Reception Desks, on the Concessionaire’s web site and in appropriate marketing material.
- 6.8 Notwithstanding the time table above, the Council shall give due consideration to requests from the Concessionaire to review the maximum fees for the Charges for the Services at other times due to exceptional and/or unforeseen circumstances and/or to maximise business opportunities. The Concessionaire accepts that this may require approval from the appropriate member-level body.

7 INCOME

- 7.1 The Concessionaire shall provide the Services so as to maximise income from the Premises, including through Lettings and Events. The Concessionaire shall ensure that all Lettings, and all Events to be run by Event Organisers, shall be agreed with the beneficiary of the Letting / Event Organiser on the basis of written terms and conditions signed by the beneficiary of the Letting / Event Organiser. The income under the Contract is likely to come from various different sources as set out in

paragraphs 7.2 and 7.3 below. The Concessionaire shall share the income with the Council in line with the provisions set out in paragraph 7.2 and 7.3 below.

7.2 **Retained Income**

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

7.2.1 **Rental Income:** The Concessionaire may retain rental income from all Lodges / Accommodation, set out in Table 4 of Section 4, made available to the Concessionaire and shall be responsible (Full Repairing Lease) for all repairs (internal, external, reactive and preventative) for these Premises.

7.2.2 **Operational Income:** The Concessionaire may retain all income from the use, in line with the Contract, of the Premises set out in Table 2 excluding, the income from the car parks at Battersea Park and King George's Park for which the Council will retain the income subject to the provisions of paragraph 7.2.3. "Operational Income" does not include Lettings (which fall within the Shared Income provisions below), or income from Concession Contracts (which can be either Retained Income or Shared Income as set out below) but will include all other hire arrangements.

7.2.3 **Chelsea Flower Show:** The Concessionaire will be responsible for the management of parking within Battersea Park in respect of the annual Chelsea Flower show. The Concessionaire may retain income related to parking at Battersea Park for the annual Chelsea Flower Show including income from areas of Council controlled parking areas as set out in Appendix 10 for the duration of the Chelsea Flower Show only.

7.2.4 **Bereavement Services Income:** The Concessionaire may retain income generated through the provision of bereavement services, including income from interments and grave maintenance agreements. However as the Council is paying the Grounds Maintenance Contractor to carry out these services the Council shall be entitled to recover from the Concessionaire any increased costs it incurs relating to interments and grave maintenance. The Council's costs at the Commencement Date are as follows:

£185,425 for grave digging; or

£3,500 for grave maintenance, (together the "Current Costs")

The Concessionaire shall reimburse the Council for the difference between the Current Costs and the increased costs relating to interments and grave maintenance.

The Current Costs shall increase each Contract Year by RPIx, the Index of Retail Prices for "All Items (excluding mortgage interest)" being the rate of increase within the Grounds Maintenance Contract referred to.

7.2.5 **Wilditch Community Centre:** The Concessionaire may retain income generated through the use of the Wilditch Community Centre (WCC). All pricing for the use of the WCC is covered by the provisions of Paragraph 6 above as falling within the regime for Charges and as such the Council shall set the maximum fees for the WCC. Further the Concessionaire is advised that its Lease for WCC is subject to the rights of the mutual

company providing Learning Disability Services to the Council which occupies (as at the Commencement Date) the Blue Room and Red Room under an exclusive licence together with use of the garden area, disabled toilet and hall, and the Concessionaire may not vary the conditions of this use (including as subsequently varied) without the prior approval of the Council. The Council will remit the income it receives from the LD Mutual to the Concessionaire.

7.2.6 **Concession Contracts (eg sports or catering concessions):** The Concessionaire shall keep all income from the British Genius Events Site (See section 3) with the exception of income from the Formula E event as set out in paragraph 7.3.3.1. For the avoidance of doubt the Council shall retain all income from any other existing Concession Contracts on the Premises as highlighted in red within the list in Appendix 6.

7.2.7 **Events other than Exceptional Events:** Normal Event income, and income generated by the Concessionaire from any Event or filming shall be retained by the Concessionaire.

7.2.8 The Concessionaire is enabled to let areas of the car parking areas within Battersea Park for Events and filming activities within operational limits set out in Appendix 10 without additional payment to the Council.

7.3 **Shared Income**

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

7.3.1.1 30% payable to the Concessionaire; and

7.3.1.2 70% payable to the Council.

7.3.2 **New Concession Contracts Income:** Income generated by the Concessionaire through the introduction, with the Council’s prior approval, of new Concession Contracts (as opposed to existing Concession Contracts which are highlighted in red within the list at Appendix) shall be shared on a 50:50 basis between the Concessionaire and the Council. For the avoidance of doubt, where an existing Concession Contract is expiring and is renewed, then this renewal shall still be an existing Concession Contract, even if a new provider is appointed.

7.3.3 **Exceptional Events:** An exceptional event is any New Event taking place outside of the B G Site with a site fee in excess of £25,000. (The Council’s current events are set out in Appendix 9, New Events shall be any events not listed in this Appendix).

7.3.4 In the event such an Exceptional Event is arranged the income shall be shared as follows:

7.3.4.1 If the Council has arranged the event the Council shall retain all the income arising from the event. Where the event were in a park or open space it would not pay a Site hire fee to the

Concessionaire, however in all other cases the Council would pay a Site hire fee.

7.3.4.2 The Parties acknowledge that prior to the date of this Agreement the Council arranged Formula E, an event, in Battersea Park. All income in relation to Formula E shall be retained by the Council; The Concessionaire will be entitled to recover reasonable costs, as agreed with the Council, for services it may provide directly to Formula E (e.g. the use of utilities). The Concessionaire will also be entitled to reimbursement by the Council of reasonable costs that are not passed to Formula E as agreed by the Council. The Council will also compensate the Concessionaire for any evidenced loss of revenue as a result of Formula E that are not able to be passed to Formula E or as a result of the cancellation of Formula E.

7.3.4.3 If the Concessionaire arranged the event then the Concessionaire shall share the Site hire fee with the Council as follows:

- The Concessionaire shall retain the first £25,000 of the site fee;
- The remaining Site fee income shall be shared as follows:
 - 70% to the Council;
 - 30% to the Concessionaire.

Council's Losses

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

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

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

PART 3 - NON PROPERTY ASSETS

8 EQUIPMENT

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

9 IT, COMMUNICATIONS AND E-SERVICES

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

- Has a suitable back-up system to ensure continuity of service including a disaster recovery system; and
- That meets the legislative requirements of the Data Protection Act and is consistent with the Council's policies regarding ICT security.

9.4 In addition the Concessionaire shall provide suitable and sufficient inward-facing ICT infrastructure for use by staff that is fit for purpose, represents value for money and supports high quality service delivery including:

- 9.4.1 Annually review ICT provision to ensure it meets the needs of the Concessionaire;
- 9.4.2 Firewalls, virus control and ICT protocols;
- 9.4.3 All upgrades to the ICT provision;
- 9.4.4 All life cycle costs for the ICT provision; and
- 9.4.5 Ensuring all Data Protection regulations are followed and enforced.

PART 4 - GENERAL

10 CONTRACTS

- 10.1 The Concessionaire shall not enter into contracts on the Council's behalf. In addition the Concessionaire shall not enter into any arrangements, contractual or otherwise, which bind the Council or Premises beyond the Service Period, save with the express prior consent of the Council, with the exception of any event, facility and course bookings which shall be permitted up to and including 30th September 2021.

11 STAFFING, TRAINING & DEVELOPMENT

11.1 Staffing

The Concessionaire shall provide sufficient numbers of suitably qualified and experienced staff to deliver and develop the Services and to maintain or increase standards of delivery and quality.

11.2 Professional Management Team

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

11.3 Attested Constables

The Concessionaire shall be responsible for the management of the attested constables seconded to the Concessionaire from the Council's Parks and Events Police Service.

11.4 Dress Code and Staff Identification

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

11.5 Recruitment

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

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

11.6 Training

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

12 CUSTOMER CARE, COMPLAINTS AND INFORMATION MANAGEMENT

12.1 Customer Care

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

12.2 Complaints Management

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

12.2.2 The Concessionaire shall deal with all complaints received whether orally, electronically or in writing in a prompt, courteous and efficient manner and in compliance with the Concessionaire's complaints policy which shall as a minimum meet the Council's complaints management process attached as **Appendix 4**. The Concessionaire shall fully co-operate with the Council in relation to any unresolved complaint or a complaint referred to the Council.

12.2.3 If required to do so, the Concessionaire will attend any meetings with the Local Government Ombudsman relating to any complaint and shall pay forthwith any sums (including compensation) incurred by the Council in consequence of recommendations made to the Council by the Local Government Ombudsman in relation to complaints made to it against the Council relating to an act or omission of the Concessionaire, save where on the instruction of the Council or otherwise in accordance with this Agreement or Service Specification. In addition, the Council reserves the right to charge back to the Concessionaire, any costs incurred in handling / resolving complaints which have not been resolved locally and are referred to the Council for resolution. The exception to this shall be where the Concessionaire is clearly delivering Services within the scope of published Council Policy or within the scope of relevant legislative and regulatory frameworks.

12.2.4 The Concessionaire shall bring to the attention of the Council for its consideration the potential requirement for amendment of any policy or operational practice issues arising from a complaint.

12.3 Freedom of Information Act

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

12.4 Quality Procedures

12.4.1 Throughout the Contract Period, the Concessionaire shall institute and maintain a properly documented system of quality control designed to ensure that the Services generally are provided at all times in all respects in accordance with the Specification.

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

13 PERFORMANCE MONITORING

13.1 General performance requirements

The Concessionaire shall carry out the Services in accordance with this Specification and the Contract generally. The Concessionaire shall put in place and maintain a monitoring system whereby it monitors its own performance of the Services against the Council's requirements and those that relate to the Concessionaire's Client Side responsibilities for other Contracts on behalf of the Council as listed in **Section 3**. The Concessionaire is to report back to the Council on compliance with these requirements and shall notify the Council where there has been any failure by the Concessionaire to meet the requirements.

13.2 Regular Monitoring Meetings

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

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

- Any unplanned closures in the previous Monitoring Period, to include any unplanned closures of any part of the sites, premises and facilities listed in Table 1, 2 and 3 at **Section 4**;
- Health and Safety Report;
- Performance Measures as listed in **Appendix 5** reported quarterly or annually as appropriate;
- Customer complaints (and compliments);
- Recruitment; and
- Report on any maintenance issues required to be carried out at any of the Premises including when it is a Council Repair Obligation.

Without prejudice to the generality of the foregoing, the Concessionaire's Representative shall be available to consult with the Authorised Officer(s) as often as may reasonably be necessary for the efficient provision of the

Services and to attend such additional meetings as reasonably required by the Council.

13.3 Annual Performance Review

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

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

- Performance Measures as set out in the **Appendix 5**;
- An analysis of the Services throughout the previous Contract Year, focusing on those areas which were particularly successful and those areas where the Services might have been improved;
- Details of proposed development of the Services for the forthcoming year;
- Planned closures by the Council and any Special Events;
- Any revisions to the Emergency and Business Continuity Plan.

13.4 Other Meetings

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

- Director of Housing and Community Services Management Team Meetings
- The Corporate Property Review Group
- The Emergency Planning Group
- The Augmented Safety Advisory Group

14 SAFETY AND EMERGENCY PLANNING

14.1 Health and Safety

14.1.1 The Concessionaire shall comply with all relevant sections of the Health and Safety at Work etc. Act 1974, and other such legislation and approved guidance.

14.1.2 The Concessionaire may be subject to a full Health and Safety inspection by an appointed inspecting officer employed by the Council. A report will be available to the Concessionaire and the Concessionaire will be required to act upon the recommendations within an agreed time period.

14.1.3 The Concessionaire will institute a programme of quarterly Hazard Control inspections, recording the results and reporting to the Council upon request.

14.2 Emergency And Business Continuity Planning

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

Section 2 – Specific Services

15 SPECIFIC SERVICES

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

15.2 For the avoidance of doubt the Concessionaire shall not enter into contracts on the Council's behalf. In addition the Concessionaire shall not enter into any arrangements, contractual or otherwise, which bind the Council or Premises beyond the Service Period.

15.3 PARKS

Aim

To provide a place with excellent and diverse parks and green spaces that everyone can enjoy and visit.

Objectives

To manage the Council's Grounds and Maintenance Contract for Parks and Open Spaces, ensuring development of provision and service according to the terms of the Specification:

- Ensure that all aspects of parks and green space maintenance, in particular horticultural, ecological and cleanliness are carried out in accordance with the contract specification, the Concessionaire's Method Statements and user expectations.
- Ensure that the provision and maintenance of outdoor sports pitches is in accordance with the contract specification, the Concessionaire's Method Statements and user expectations.
- Ensure that all services provided by the Concessionaire in cemeteries are provided in accordance with the contract specification and the Concessionaire's Method Statements and that they meet, in full the expectations of Bereavement Services Management and the bereaved.
- With the Parks Maintenance Contractor consider/devise/develop improvements to the provision of the contract services; delivery and range/scope.
- Ensure that the identified priority biodiversity habitats are managed in accordance with the Contract specification and the Concessionaire's Method statements.

To understand and manage the cultural asset that parks, green spaces and allotments represent:

- Promote and protect the existence and heritage of parks, green spaces and allotments.
- Promote the contribution of parks, green spaces and allotments to the health and well being of residents and visitors.
- Ensure that approved quality standards are maintained in all parks, green spaces and allotments and applied to any new green space.
- Identify patterns of use of parks and green spaces: all seasons; all times; all days; sports use; non-sports use; latent demand.
- Identify opportunities afforded by parks, green spaces and allotments to provide ecosystem services including contributions to climate change mitigation.
- Influence and implement Council strategies that are sustainable and core to developing parks, green spaces and allotments.
- Maintain, review and develop “fit for purpose” service plans for Parks, Trees, Biodiversity and Allotments.

To understand and enhance the visitor experience of parks and green spaces:

- Maintain a consultation plan to allow understanding of the visitor/user experience of parks and green spaces.
- Work with existing and new representative groups to develop visitor and user profiles for each park and green space.
- Work with existing and new representative groups to develop ways to gain visitor and user views on the management of parks and green spaces.
- Maintain a communications plan to inform people about parks and green spaces; locations, facilities, opportunities etc.
- Provide information on the facilities and opportunities offered at each park and green space and information on the history and heritage value of each.
- Provide a range of facilities and opportunities to enhance the visitor experience.
- Encourage service providers/contractors to use environmentally friendly vehicles (and machinery) where possible/practical and reduce use of fossil fuelled vehicles etc.
- Review the purposes and functions for which buildings and facilities in parks and green spaces may be used and, where appropriate seek alternative and fitting uses and users.
- Ensure that appropriate/reasonable/equitable consideration is given to all users in determining the provision of events, formal and informal sporting and fitness facilities.

<ul style="list-style-type: none"> • Ensure equality of physical access into and within parks and green spaces. • With others ensure that appropriate arrangements are in place, and maintained, to monitor behaviour in parks and green spaces to enhance visitors enjoyment and perception of the spaces.
<p>To devise and implement a range of methods to maintain and improve standards in delivering excellent parks, green spaces and allotments:</p> <ul style="list-style-type: none"> • As required, engage with professional external organisations to guide delivery of quality parks, green spaces and allotments. • In consultation with representative groups and others, review and develop management plans for parks, green spaces and allotments where they exist to ensure that they are “fit for purpose” and meet visitor and user expectations. • Encourage/support the establishment of representative/user groups for parks, green spaces and allotments where these don’t already exist. • Seek funding to prepare, produce and implement management plans. • Maintain and develop strong/robust internal and external partnerships (e.g. Council services, representative and community groups etc.) to guide delivery of quality parks, green spaces and allotments. • Develop, deliver and maintain appropriate services and attractions/facilities for visitors to and users of parks and green spaces. • Maintain appropriate and robust agreements (leases, licences, permits, concessions) to provide services/attractions/facilities. • Provide technical and expert advice to members, officers, residents and other members of the public on all parks, green space and allotment issues. • Manage the Council’s park improvement projects funded by Formula E. • Manage the Partnership Organisation and Heritage Lottery Fund (HLF) funded projects and related staff associated with the Living Wandle Landscape Scheme and seconded to the Concessionaire from the Council. • Manage the Heritage Lottery Fund (HLF) funded project and related staff associated with the Tooting Common Heritage Project and seconded to the Concessionaire from the Council.
<p>To manage the health and safety, wellbeing and value of trees in the Borough:</p> <ul style="list-style-type: none"> • Manage the Council’s Arboricultural Maintenance Contract ensuring the development of provision and service according to the terms of the Specification. • Ensure that all works are carried out in a timely manner and in accordance with the Contract Specification and the Concessionaire’s Method Statements.

- With the Concessionaire consider/devise/develop improvements to the provision of the contract services; delivery and range/scope.
- Receive and respond to reports from other services and from members of the public, of concerns about/problems with trees.
- Assist the Council in relation to applications for notices in relation to trees and to provide information from the Arboricultural contractors to the Council together with advice in relation to such applications. The Concessionaire is not permitted to sign any notices.
- Provide technical and expert advice in respect of third party claims (related to trees) and non-routine situations e.g. pests and diseases and extreme weather (as they relate to trees).
- Ensure the sustainability of the council's tree stock by identifying sites for tree planting, both new and replacement, advising on/specifying and procuring appropriate species and managing the planting and ongoing maintenance processes.
- Provide technical and expert advice and assistance in respect of the threat of damage, and actual damage, to trees by internal and external agencies e.g. highways and public utilities works.
- Provide technical and expert advice on trees in relation to corporate and environmental aims, policies and strategies.
- Provide technical and expert advice, including inspections and recommendations, on the making of Tree Preservation Orders (TPOs). Responsibility for the serving of TPOs is retained by the Council.
- Provide an administrative service, including provision of technical and expert advice, to process planning applications relating to notifications or requests for consent to undertake works to trees in Conservation Areas or subject to Tree Preservation orders.
- Provide technical and expert advice on development applications and trees on development sites.
- Provide technical and expert advice in respect of any contravention of tree protection legislation. Responsibility for the any necessary enforcement action is retained by the Council.
- Record all planning related activities on the Council's Planning Portal and the Planning Service's M3 and IDOX systems.
- Provide technical and expert advice to members, officers, residents and other members of the public on tree related issues that are the concern of the Council.

To enable the local authority to have regard to biodiversity conservation when carrying out its functions (NERC Act 2006 Section 40: the biodiversity duty):

- Maintain an up-to-date evidence base of the habitats and species across the entire (geographical) borough in particular protected sites, protected and priority species and priority habitats.
- Set objectives for habitat management, creation and enhancement taking into consideration biosecurity issues, mitigation techniques and resolving conflicting constraints to achieve positive outcomes for biodiversity.
- Provide technical advice on legislative changes in relation to corporate aims, policies and strategies.
- Provide technical advice on planning applications that include requests or proposals for works which may impact on priority habitats or species.
- Receive and respond to requests for information on wildlife from other services and from members of the public.

15.4 **PLAYGROUNDS**

Aim

To provide attractive, challenging and safe playgrounds and play opportunities for young people of all ages and all abilities.

Objectives

To maintain and improve the provision of playgrounds located in parks and open spaces:

- Undertake fortnightly inspections of all playgrounds and play equipment located therein.
- Record the results of the regular inspections and order all necessary repairs.
- Monitor the performance of the playgrounds inspection contractor and the playgrounds maintenance contractor to ensure that all inspections, repairs and routine maintenance are recorded, carried out correctly in a timely manner.
- Act as project manager for the construction of new playgrounds and for any major improvement works to existing playgrounds.
- Organise playground inspection training for other staff.

Assist others to maintain and improve the provision of playgrounds and play equipment located in schools and other premises:

- Arrange quarterly and annual inspections for all playgrounds in the Borough liaising, as appropriate, with other Council Services/Departments and Schools.

- Provide professional advice to other Council Services/Departments on proposals for new playgrounds and new play equipment. Ensure that new playgrounds and play equipment are procured and installed in accordance with British Standard EN 1176 and that new safety surfacing is procured and installed in accordance with British Standard EN 1177.

15.5 BEREAVEMENT

The Council shall retain ownership of the register of Burials and Cremations, the Concessionaire shall manage the register on behalf of the Council.

Aim

To provide attractive and sympathetic burial and cremation facilities.

Objectives

To ensure that the service is professional, caring and sensitive to the needs of all sections of the community, that burial and cremation facilities offer a fitting long-term memorial to the deceased and a suitable environment for the bereaved, and to provide the public with realistic choices in funeral arrangements:

- Ensure that the cemetery grounds, gardens and buildings, and the crematoria are kept clean, tidy and well maintained and presented at all times.
- Manage the day to day operation of the North East Surrey Crematorium as the Council's sub-contractor for the NESC Board.
- Monitor works carried out by monumental masons in the cemetery grounds to ensure that they are carried out in an appropriate manner.
- Monitor the programme of memorial safety inspections in cemeteries and burial grounds carried out by the contractor under the Council's Grounds and Maintenance Contract for Parks and Open Spaces to ensure the safety of staff and the public when working near or visiting graves.
- Meet Government legislation that, with effect from 31st December 2012, requires a 50% reduction in mercury emissions from UK crematoria.
- Retain/maintain the "Gold Status" awarded to the Service by the Institute of Cemetery and Crematorium Management's (ICCM) in accordance with their Charter for the Bereaved.
- Review and recommend changes to the Cemetery and Crematoria Regulations as and when appropriate.
- Prepare for and respond accordingly to forthcoming changes in cremation regulations/procedures ensuring that statutory and non-statutory paperwork meets the requirements of the statutory legislation.

<p>To manage burial land in light of obligations to future generations and as ecological, amenity and historic assets:</p> <ul style="list-style-type: none"> Continually monitor the use of known burial space and maintain an up to date record of space remaining. Identify new burial space, both previously unburied land and areas where existing grave space might be re-claimed – make necessary arrangements to add all such land to the record of remaining burial space.
<p>To provide the service in an efficient and cost effective manner:</p> <ul style="list-style-type: none"> Ensure that all requests for funerals are dealt with in an appropriate and timely manner and fully recorded in the appropriate registers. <p>Provide opportunities for a variety of memorialisation for users of the cemeteries and the crematorium.</p>

15.6 LEISURE & SPORTS

Aim

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

Objectives

<p>To provide, when requested, professional support and advice to the Council in respect of its Leisure Centres Management Contract, its Tennis Courts Concession Contract.</p> <ul style="list-style-type: none"> Work with the leisure centres management contractor and the South London swimming Club to ensure the future sustainability of Tooting Bec lido.
<p>To improve the number and quality of facilities and equipment, to improve the environment and encourage greater participation in physical activity:</p> <ul style="list-style-type: none"> Improve accessibility to facilities and to opportunities. Promote the active environment and active travel initiatives and support the Council's Local Implementation Plan. Improve the quality and numbers of facilities for sports and physical activity Work with the Council's planning and regeneration services and Public Health team to ensure sport and physical activity is integrated into all future plans within the borough. Devise strategies and contracts to secure the best possible management of

<p>Wandsworth's leisure, sport and physical activity facilities and services.</p> <ul style="list-style-type: none"> • Work towards achieving recommendations within the Inclusive and Active plans and the Playing Pitch Strategy with reference to the provision of facilities, sport and physical activity. • Work with Thames Water to minimize disruption to service delivery at Barn Elms Sports Centre as a result of the proposed Thames Tunnel works, ensuring that appropriate replacement changing and sports facilities are provided. • Operate the FANS (or similar) scheme to provide subsidised access to all of the Council's sports facilities for national level sports people.
<p>To build the capacity of organisations, individuals and the workforce to improve and increase physical activity opportunities:</p> <ul style="list-style-type: none"> • Devise and implement opportunities to increase voluntary placements through the Active Wandsworth Force. • Increase the numbers of people up skilled through workforce development and training. • Support the development of clubs and voluntary organisations. • Recognise the work of individuals and organisations and promote excellence through annual Active Wandsworth Awards.
<p>To increase the number of people taking part regularly in sport and physical activity in Wandsworth, to benefit their health:</p> <ul style="list-style-type: none"> • Market and communicate the benefits of being healthy and the opportunities available to facilitate this in Wandsworth in consultation with the Council's Public Health team. • Create, encourage and provide opportunities to ensure that Wandsworth derives real benefits from the London 2012 Games legacy. • Plan, promote and deliver the annual Get Active Wandsworth Festival • Identify and address barriers to participation in sport and physical activity and reduce health inequalities in particular in areas of deprivation where participation rates are the lowest. • Responsible for coordinating "Active Wandsworth", a community sport and physical activity network, supporting the delivery of its primary objectives by working closely with all partners and stakeholders. • Produce and support sport specific development plans and groups for identified priority sports and physical activities. • Support, promote and deliver physical activity opportunities in Wandsworth including Active Lifestyles, Exercises on Referral, Workplace Health, Walking and any other commissioned physical activities and comply with the

responsibilities described in the service level agreement attached at Appendix 12 for LCS.

- Support and promote relevant local, regional and national plans with reference to sport and physical activity in Wandsworth.
- Promote and devise/develop specific interventions for target groups.
- Work in partnership with Education Services and Schools to ensure that children and young people have high quality physical education, derive benefit from the primary school premium and develop school/club links to ensure that school facilities are used by community sports clubs.

15.7 PUTNEY SCHOOL OF ART & DESIGN

Aim

To encourage all students to realise their creative potential in an accessible and flexible way, enabling them to progress as learners and as artists.

Objective

To provide high quality learning opportunities for adults in the visual arts:

- Provide and maintain a wide-ranging programme of Learning Activities in the Fine Arts and Ceramics throughout the year.
- Manage the Art School building and facilities in line with good industry practice and in compliance with relevant legislation and government guidelines and as required within Section One of this specification.
- Arrange a programme of courses in the three academic terms of the year – Autumn, Spring and Summer – with not less than 35 teaching weeks in the academic year (not including half terms and holiday courses, the Summer School, Adult Learners Week, and Family Learning weeks.).
- Ensure the programme includes teaching in the areas of the Fine Arts listed below. The Concessionaire may, with the Council's approval, vary the range of the teaching programme to omit the areas listed or add teaching in other areas of fine art in response to demand as necessary.
 - Drawing
 - Painting
 - Illustration
 - Printmaking
 - Ceramics
 - Digital Photography
 - Digital Design
- Provide quality assurance on all learning activities to comply with the standards set by Skills Funding Agency and OFSTED, and permit inspection of PSAD services by OFSTED when requested.

- Fully co-operate during an OFSTED inspection and other inspections of the provision including the provision of up-to-date data during inspection preparation processes.
- Carry out Observation of Teaching and Learning (OTL) so that teaching staff are observed each academic year in the manner stipulated by the Council's Adult and Community Learning (ACL) team.
- Ensure that targets agreed with ACL through an annual Service Level Agreement (SLA) are achieved each year.
- Produce an Annual Self Assessment Report (SAR) for Putney School of Art and Design according to the guidelines provided by the Council's Adult and Community Learning Team and the 3 key criteria set by OFSTED.
- Produce a Quality Improvement Plan (QIP) based on findings of SAR. This will also be structured in the form prescribed by ACL and stipulate the actions that will lead to the improvements identified in the SAR.
- Survey all learners at the end of each course to evaluate their learning experience and then respond as necessary to feedback received.
- Maintain and operate an appropriate electronic enrolment system (this should link to the current Learnertrack database) and gather and make available to the Council an agreed range of data. Details should include as a minimum:
 - Age (by category)
 - Gender
 - Ethnicity (categories to be supplied by the Council)
 - Disability status
 - Postcode
 - Name
 - Nationality
- Provide staffing levels sufficient to carry out all the commitments within the specification.
- Ensure that a high standard of teaching is maintained through recruiting the best teaching staff, and through encouraging professional development for staff.
- Encourage and facilitate the continuance of the Friends of Putney School of Art and Design (FPSAD) as a representative organisation for the users of Putney School of Art and Design, and to formally meet the committee of FPSAD three times per year; to allow FPSAD use of the facilities at PSAD without charge for up to 3 lectures per year and three days of master classes per year.
- Work proactively with partners to secure external funding to support the services at PSAD
- Participate in a planning and consultation process (including attendance at the Lifelong Learning Development Group) with Wandsworth Council to agree strategic priorities.

<ul style="list-style-type: none"> • Operate learning offer in accordance with rules, regulations and conditions of funding of the Skills Funding Agency. • Comply with all statutory regulations, including health & safety and equal opportunities policies. • Ensure the safety and security of learners and staff through operating effective safeguarding and health and safety policies. • Provide project management for any future capital development schemes, if required by the Council.
<p>To encourage new learners through advice and guidance, and motivate individuals to raise levels of achievement and maximise their creative potential:</p> <ul style="list-style-type: none"> • Identify needs and opportunities to promote, extend and develop learning activities particularly for individuals and communities who do not normally participate in, or have access to, further education opportunities. • Use provision to widen participation for the target groups, priorities and geographical areas outlined in the Lifelong Learning 3 Year Development Plan. • Ensure that the programme of learning is properly advertised and marketed locally and London – wide including on specialist websites (e.g. Hot courses.) • Develop strategies to recognise and record learner progress and achievement (RARPA), together with the provision of information, advice and guidance relating to the achievement of learners' aims and the progression of their learning.
<p>Widening and extending participation in learning to under-represented groups and communities in the Borough, including the over 60s and adults with disabilities, and provide opportunities for family learning in the visual arts:</p> <ul style="list-style-type: none"> • Offer a continuously improving programme of educational courses in the fine arts at PSAD which has a wider appeal to a more varied range of target audiences within the community e.g. BME and new communities and from time to time in various locations across the Borough.

15.8 ARTS

Aim

To support and enable accessible, relevant creativity and culture to thrive throughout communities and to help create vibrant places.

Objectives

To sustain and develop the physical and cultural infrastructure of the borough through the following activities, or, where deemed appropriate, activity which may be better suited to achieving the objective:

- Provide advice as requested in respect of applications made to the Council's Wandsworth Grants Fund scheme for arts related applications.
- Manage the Council's art related services.
- Deliver an annual Arts Festival.
- Deliver Wandsworth Artist Open House.
- Manage and maintain a range of art form networks across the Borough.
- Deliver a programme of art exhibitions and creative education and outreach programmes at the Pump House Gallery.
- Manage the delivery of one off or targeted arts-related activity as required by the Council (subject to the provision of a budget by the Council) e.g. in collaboration with Public Health to increase wellbeing in the Borough or as part of wider regeneration schemes.
- Provide input / assistance on creative approaches to Council Departments wishing to programme community engagement events as required.
- Champion Wandsworth as a cultural destination and, wherever possible, secure activity which will be culturally and economically beneficial to the borough.
- Provide support and assistance to Borough-based artists, arts organisations and creative industries.
- Collaborate with the Planning Service and developers to secure quality public realm enhancements/outcomes, wherever possible, in new developments.
- Support the development and delivery of developer cultural strategies secured through planning requirements.
- In conjunction with the Planning Service, contribute to the development of guidelines and policy to ensure a culturally rich borough.
- In collaboration with the Nine Elms Vauxhall Partnership develop and implement an area wide Cultural Strategy and Action Plan and initiate a cultural programme where additional funding permits (Core funding secured to 2015).
- In collaboration with Master planners and as required, develop quality, long sighted cultural strategies to support place making and community engagement in areas of regeneration.

<ul style="list-style-type: none"> • Seek to maintain, support and increase cultural facilities in the Borough. • Advocate for high quality arts organisations to move to the Borough.
<p>Engaging People: To ensure all residents feel able to access quality creative activities through the following activities, or, where deemed appropriate, activity which may be better suited to achieving the objective:</p> <ul style="list-style-type: none"> • Market and promote cultural activity in appropriate, imaginative ways including but not limited to the production of electronic news bulletins and social networks. • Collaborate with a wide range partners and Council Services to cross pollinate audiences and messages, situate cultural activity in non traditional spaces and stimulate cultural activity in under-served areas of the Borough. • Work in partnership with residents and community groups to deliver projects and maintain voluntary steering groups where appropriate. • Work in partnership with Education Services and schools to, wherever possible, enhance the local creative curriculum. • Provide volunteer and training opportunities in the creative sector wherever possible.
<p>Ensuring Sustainability: Achieve financial and strategic sustainability through the following activities, or, where deemed appropriate, activity which may be better suited to achieving the objective:</p> <ul style="list-style-type: none"> • Seek available funding and sponsorship from a variety of sources e.g. Government, Lottery and philanthropic funders, to further enhance the cultural offer within the Borough. Funding should only be obtained from reputable parties. • Maintain sub regional and London wide advocacy role to, wherever possible, further enhance the cultural offer within the Borough. • Work in partnership with Council services to ensure best use resources to enhance the cultural offer to residents wherever possible.

15.9 EVENTS & FILMING

Aim

To organise and give assistance and advice on events, filming and the promotion of the Department's facilities, including the Pump House Gallery and Public Halls.

Objectives

To manage the Council's programme of special events, to provide a variety of safe, family entertainment:

- Deliver Armed Forces Day (subject to input and involvement from the Armed Services).
- Manage Armed Forces homecoming events in conjunction with relevant Council Departments (subject to all parties covering their own costs)
- Manage car parking arrangements within Battersea Park in respect of the Annual Chelsea Flower Show
- Deliver the Battersea Park Fireworks Display.
- Deliver Remembrance Day Services.
- Manage the delivery of one off events as required by the Council (subject to the provision of an event budget by the Council).
- Provide advice and assistance as required to all Council Departments, other public bodies and community groups wishing to organise events.
- Manage the Council's film fund and any other associated film related events.

To achieve income from private events, filming, sponsorship and other commercial fundraising activities, by successful marketing of facilities, ensuring that these activities are properly supervised and managed safely:

- Approve events subject to compliance with the Council's policies in relation to events and usage of Premises;
- Manage all events and filming across the Borough's parks and open spaces and other Leisure and Culture facilities as required.
- Manage all filming on behalf of Council Departments (excluding Schools).
- Venue manage events utilising other Council premises as required.
- Promote Wandsworth as a Central London event destination.
- Promote Wandsworth as a Central London filming location.
- Manage third party filming agreements with external organisations.
- Maintain databases/location library and contacts for non-Council premises.
- Provide input to the Council's Augmented Safety Advisory Group for public events or any specific event Safety Advisory Groups as required.

To provide a Parks and Events Police in order to protect Council staff, premises and property:

- Manage the Attested Constables of the Parks and Events Police seconded

to the Concessionaire from the Council.

- Provide support and assistance to the Metropolitan Police Service (MPS) in respect of the provision of MPS services for parks and open space, as required.
- Enforce open space bye-laws, Dog Control Orders and regulations.
- Refer potential prosecutions for breach of bye-laws to the Council's Borough Solicitor to administer bye-law prosecutions for parks and open spaces.
- Manage Multiple Dog Walking Licences applicable to the Borough's parks and open spaces.
- Provide charged security resources for events and filming activity.
- Provide stewarding resources, charged for where appropriate, in support of all events as required.
- Provide input and attendance at stakeholder or Council meetings as required (e.g. 'Let's Talk').
- Provide charged security resources to Council Departments as required.
- Provide charged security resources to Committee, Council or other meetings as required.
- Manage illegal traveller encampments on Council land as required.
- Maintain the Battersea Park Control Room in support of the Council's emergency and business continuity plans.
- Provide a reactive response to incidents or emergencies across the Borough as part of the Council's overall emergency and business continuity response plan.
- Provide input to the Council's Emergency Planning Group or exercises as required.
- Provide input to the Council's concordat reporting scheme for the reporting of street defects, graffiti etc.

To advertise and hire out relevant Premises as quality indoor facilities for private functions and events and to provide presentation, meeting, simple conference and award ceremony facilities for use by Council departments and for civic functions. The rooms offered shall be as follows:

- Manage the Civic Suite.
- Manage Chatham Hall.
- Manage the Wilditch Community Centre.
- Manage the Open Door Community Centre.

- Manage Mayoral, Council and Charity free lets for the use of the Civic Suite in accordance with agreed protocols.

Section 3 – Client Side Services

Set out below is a list of the Contracted Services.

16 PARKS & BEREAVEMENT CONTRACTS

16.1 Grounds Maintenance Contract (see the list of properties to which this contract applies in Appendix 8)

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

16.2 Arboricultural Contract

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

- 16.3 Kingston Council Traveller Support Contract (THIS CONTRACT IS SUBJECT TO COMPLETION BETWEEN WANDSWORTH AND KINGSTON COUNCILS AND THE CONTRACT DETAILS WILL BE PROVIDED AS SOON AS POSSIBLE)

17 ARTS CONTRACTS

17.1 Battersea Arts Centre Contract

Current Contractor:	Battersea Arts Centre (BAC)
Contract term:	4 years plus 4 year extension
Contract value:	£.
Commencement date:	1 April 2011
Contract review / scoping date:	February 2017
Termination date:	31 March 2019

17.2 Disability Arts Contracts

Type:	Children's Disability Arts Services
Current Contractor:	Oily Cart
Contract term:	3+2 years
Contract value:	£
Commencement date:	1 April 2015
Contract review / scoping date:	February 2017
Termination date:	31 March 2018
Type:	Adult's Disability Arts Services
Current Contractor:	Actionspace
Contract term:	3+2 years
Contract value:	£.
Commencement date:	1 April 2015
Contract review / scoping date:	February 2017
Termination date:	31 March 2018

Section 4 – Sites, Premises & Facilities

18 THE PREMISES

- 18.1 **Table 1 - Offices and/or Depot Facilities to be leased or licensed to the Concessionaire - in all cases those areas referred to in Appendix 6 are excluded**

<p style="text-align: center;">TABLE 1 PREMISES – OFFICES AND DEPOTS</p>			
LOCATION	AREA NUMBER	DESCRIPTION	LEASE/LICENCE
Battersea Park, SW11 (Queenstown)	1	Staff Yard and Offices excluding areas leased to Thrive and the Grounds Maintenance Contractor	Lease
	2	Leaf Yard	Licence
Wandsworth Common, SW18 (Wandsworth Common)	1	Staff Yard and Offices excluding areas leased to the Grounds Maintenance Contractor.	Lease
Putney Vale Cemetery, SW15 (Roehampton)	1	Cemetery/Crematorium Management Offices	Lease

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

<p style="text-align: center;">TABLE 2 PREMISES WHICH ARE OPERATIONAL (to note some of these Premises have office space included)</p>			
LOCATION	AREA NO.	DESCRIPTION	Lease/Licence
Battersea Park, SW11 (Queenstown)	1	British Genius Site	LICENCE for 2 months of the year to attend site and carry out duties (BEL in occupation for 10 months of the year)
	2	Pump House Gallery	Licence to attend on site to carry out duties
	3	Millennium Arena (including tennis / all weather courts)	Licence to attend on site to carry out duties
	4	All Weather Pitches	Licence to attend on site to carry out duties
	5	The Band Stand	Licence to attend on site to carry out duties
Furzedown Recreation Ground, SW17 (Furzedown)	1	Recreation Centre	Licence to attend on site to carry out duties
Tooting Commons, SW17 (Bedford and Furzedown)	1	Athletics Track	Licence to attend on site to carry out duties
Barn Elms Playing Fields, SW13 (Barnes)	1	Sports Centre (Comprising 52 acres of sports pitches, changing rooms, a small gymnasium, a boathouse and offices)	Licence to attend on site to carry out duties

TABLE 2
PREMISES WHICH ARE OPERATIONAL

(to note some of these Premises have office space included)

LOCATION	AREA NO.	DESCRIPTION	Lease/Licence
Battersea New Cemetery, SM4 (Morden)	1	Burial Chapel and Cemetery	Licence to attend on site to carry out duties
	2	Crematorium Chapel and Crematory	Possible licence subject to NESCB agreement
	3	Remembrance Building (Incorporates Public Toilets)	Possible licence subject to NESCB agreement
	4	Former Toilets/Store	Possible licence subject to NESCB agreement
Battersea Rise Cemetery, SW11 (Northcote)	1	Cemetery	Closed site, Concessionaire to manage the use of the site but will not need access. LICENCE IN THE CONTRACT to allow access if needed
	2	Burial Chapel	
	3	Store Chapel	
Putney Lower Common Cemetery, SW15 (Thamesfield)	1	Cemetery	Closed site, Concessionaire to manage the use of the site but will not need access. LICENCE IN THE CONTRACT to allow access if needed
	2	West Chapel	
	3	East Chapel	
Putney Vale Cemetery, SW15 (Roehampton)	1	Cemetery	Licence
	2	Crematorium (Incorporates Two Chapels, Remembrance Area, Crematory and Public Toilets)	

TABLE 2
PREMISES WHICH ARE OPERATIONAL

(to note some of these Premises have office space included)

LOCATION	AREA NO.	DESCRIPTION	Lease/Licence
Wandsworth Cemetery, SW18 (Wandsworth Common)	1	Cemetery	Licence to attend on site to carry out duties
	2	Burial Chapel	
	3	Store Chapel	
	4	Public Toilets	
Putney School of Art & Design, SW15 (Thamesfield)	1	Art School	Lease
Battersea Sports Centre, SW11 (Latchmere)	1	Sports Centre	Licence to attend on site to carry out duties – It is anticipated that this site will close during the period of the contract in the late summer of 2016
Chatham Hall, SW11 (Northcote)	1	Public Hall	Licence to attend on site to carry out duties
The Civic Suite, SW18 (Fairfield)	1	Public Hall	Licence to attend on site to carry out duties
Open Door Community Centre, SW15 (West Hill)	1	Public Hall	Licence to attend on site to carry out duties
Wilditch Centre, SW11 (Queenstown)	1	Public Hall	Lease with reservations to One Trust and the Council

TABLE 2
PREMISES WHICH ARE OPERATIONAL

(to note some of these Premises have office space included)

LOCATION	AREA NO.	DESCRIPTION	Lease/Licence
Beatrix Potter, SW18 (Wandsworth Common)	1	Allotment Site	The Concessionaire will manage the bookings for the plots. The Council is responsible for the infrastructure. The plot holders are key holders. Licence in the Contract to cover access rights as applicable.
Garratt Park, SW17 (Earlsfield)	1	Allotment Site	
Herlwyn Gardens, SW17 (Tooting)	1	Allotment Site	
King George's Park, SW18 (Southfields)	1	Allotment Site	
Morden, KT3 (Merton)	1	Allotment Site	
Putney Vale, SW15 (Roehampton)	1	Allotment Site	
Ravenslea Road, SW17 (Nightingale)	1	Allotment Site	
Roehampton, Doverhouse Road, SW15 (West Putney)	1	Allotment Site	
Roehampton, Huntingfield Road, SW15 (West Putney)	1	Allotment Site	
Sailor Prince, Duntshill Road,	1	Allotment Site	

TABLE 2
PREMISES WHICH ARE OPERATIONAL

(to note some of these Premises have office space included)

LOCATION	AREA NO.	DESCRIPTION	Lease/Licence
SW18 (Earlsfield)			

TABLE 3
PREMISES WHICH ARE OPERATIONAL BUT NON-CHARGEABLE

LOCATION	AREA NO.	DESCRIPTION
Battersea Park, SW11 (Queenstown)	1	Fountain Toilets
	2	Pierpoint Toilets
	3	Beechmore Toilets
	4 (a-c)	Three Shelters
	5	Children's Playground
	6	Various switch and pump rooms/chambers
	6	Trim Trail
Bramford Gardens, SW18 (Fairfield)	1	Children's Playground
Coronation Gardens, SW18 (Southfields)	1	Children's Playground
	2	Shelter
Fountain Recreation Ground, SW17 (Tooting)	1	Children's Playground
	2	Hard Surfaced Ball Games Area
Fred Wells Gardens, SW11 (St Mary's Park)	1	Children's Playground
	2	Hard Surfaced Ball Games Area
Furzedown Recreation Ground, SW17 (Furzedown)	1	Ball Games Area
	2	Children's Playground and Skate Park
	3	Outdoor Gym
Garratt Green, SW18 (Earlsfield)	1	Children's Playground

TABLE 3
PREMISES WHICH ARE OPERATIONAL BUT NON-CHARGEABLE

	2	Ball Wall
Garratt Park, SW18 (Earlsfield)	1	Children's Playground
	2	Hard Surfaced, Floodlit Ball Games Area
	3	Red-gra Cycle Track
	4	Cycling Proficiency Track
Harroway Road Open Space, SW11 (St Mary's Park)	1	Children's Playground
Heathbrook Park, SW8 (Shaftesbury)	1	Children's Playground
	2	Trim Trail
King George's Park, SW18 (Southfields)	1	Children's Playground
	2	Trim Trail
Latchmere Recreation Ground, SW11 (Latchmere)	1	Children's Playground
Lavender Gardens, SW11 (Shaftesbury)	1	Children's Playground
Leader's Gardens, SW15 (Thamesfield)	1	Children's Playground
Montefiore Gardens, SW8 (Shaftesbury)	1	Children's Playground
The Pleasance, Putney Park Lane, SW15 (West Putney)		
Shillington Gardens, SW11 (Latchmere)	1	Children's Playground
	2	Outdoor Gym
Swaby Gardens, SW18 (Earlsfield)	1	Children's Playground
Tooting Commons, SW17 (Bedford and	1	Children's Playground (Lakeside)

TABLE 3
PREMISES WHICH ARE OPERATIONAL BUT NON-CHARGEABLE

Furzedown	2	Children's Playground (Triangle)
	3	Dr Johnson Avenue Car Park
	4	Lido Car Park
Tooting Gardens, SW17 (Tooting)	1	Children's Playground
Upper Tooting Park, SW17 (Nightingale)	1	Children's Playground
Wandsworth Common, SW18 (Wandsworth Common)	1	Children's Playground (Neal's Farm)
	2	Children's Playground (Chivalry Road)
	3	Children's Playground (Windmill)
	4	Children's Playground (St. Marks)
	5	Hard Surfaced, Floodlit Ball Games Area (Chivalry Road)
	6	Trim Trail
	7	Public Toilets
Wandsworth Park, SW18 (Thamesfield)	1	Children's Playground
York Gardens, SW11 (Latchmere)	1	Children's Playground
	2	Outdoor Gym

- 18.3 Residential Property (Leases to be granted to the Concessionaire to enable the Concessionaire to use these properties to house their own staff.)

TABLE 4 PREMISES WHICH ARE FOR RESIDENTIAL OCCUPATION ONLY		
LOCATION		DESCRIPTION
Battersea Park, SW11 (Queenstown)		54 Albert Bridge Road
		West Lodge
		Sungate Lodge
Battersea New Cemetery, SM4 (Morden)		Lodge Flat
Putney Vale Cemetery, SW15 (Roehampton)		West Lodge
Wandsworth Cemetery, SW18 (Wandsworth Common)		The Cottage

SECTION 5 - APPENDICES

APPENDIX 1

CHARGES (appended)

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

APPENDIX 2
COUNCIL EQUIPMENT LISTS (appended)

APPENDIX 3
NOT USED

APPENDIX 4
CUSTOMER CARE AND COMPLAINTS (appended)

APPENDIX 5
PERFORMANCE MEASURES (appended)

Appendix 6

OTHER OCCUPIERS OF PARKS AND OPEN SPACES

Set out below are some other occupiers of some of the Council's parks and open spaces at the Commencement Date. These are provided for information purposes only. The Concessionaire does not provide any services in relation to these sites and they are excluded from the lease / licences listed in Section 4.

SITE	PREMISE
Battersea Park, SW11 (Queenstown)	Lakeside Cafeteria (La Gondola Il Parco)
	Children's Zoo and Deer Enclosure
	Thrive Main Garden
	Thrive Herb Garden
	Thrive Training Room
	Pagoda Temple and Monk's Bungalow
	Cycle Hire Office
	Boathouse and Ticket Office
	Trovecraft Cafeteria and Putt in the Park"
	ECSI Mobile Catering Units
	Go Ape Adventure Playground/Tree Walk
Coronation Gardens, SW18 (Southfields)	Children's Centre
Garratt Park, SW17 (Earlsfield)	Children's Centre
Garrett Green, SW17 (Earlsfield)	Scout Hut
Heathbrook Park, SW8 (Shaftesbury)	Children's Centre
	Youth Club
King George's Park, SW18 (Southfields)	Children's Centre, Tooting Triangle
	Balham Amateur Boxing Club, Tooting Triangle
	Nuffield Health and Fitness Centre
	Tennis Courts
Leader's Gardens, SW15 (Thamesfield)	Cafeteria
	Tennis Courts
Tooting Commons, SW17 (Bedford and Furzedown)	Children's Centre
	Cafeteria
	Tennis Courts
Wandsworth Common, SW18 (Wandsworth Common)	Woodfields Pavilion
	Children's Centre (Chivalry Road)
	Children's Centre (Heathfield Road)
	Cafeteria (Sky Lark)
	Nature Study Centre (Naturescope)
	Lady Allen Adventure Playground (KIDS)
Wandsworth Park, SW18 (Thamesfield)	Tennis Courts
	Cafeteria and Putt in the Park
York Gardens, SW 11 (Latchmere)	Tennis Court
	Childrens Centre
	Library and Community Centre

Appendix 7

Legislation

Set out below are some of the relevant Legislation in force at the Commencement Date. This is not an exhaustive list and the Concessionaire is required to be aware of all relevant Legislation applicable to the provision of the Services.

General

Best Value Authorities Staff Transfers (Pensions) Directive 2007
Bribery Act 2010
Bye Laws – GLC Parks, Gardens and Open Spaces and Wandsworth
Carriage of Dangerous Goods by Road Regulations 1996 and 2009
Children Act 2004
Civil Contingencies Act 2004
Clean Neighbourhoods and Environment Act 2005
Construction (Design and Management) Regulations 2007
Companies Act 2006
Contracts (rights for third parties) Act 1999
Control of Substances Hazardous to Health Regulations (COSHH) 2002
Corporation Tax Act 2010
Data Protection Act 1998
Disability Discrimination Act 2005
Electricity at Work Regulations 1989
Environmental Information Regulations 2004
Environmental Protection Act 1990
Environment Act 1995
Equalities Act 2010
Food Safety Act 1990 and all associated regulations
Food and Environmental Protection Act 1986 (FEPA)
Freedom of Information Act 2000
Greater London Council Act 1978
Greater London Council (General Powers) Act 1978
Health Act 2006
Health & Safety at Work Act 1974
Health and Safety (First Aid) Regulations 1981
Health and Safety (Safety Signs and Signals) Regulations 1996
Human Rights Act 1998
Insolvency Act 1986
Interpretation Act 1978
Landlord and Tenant Act 1954
Local Government Act 1972
Local Government (Miscellaneous Provisions) Act 1976
Local Government Reorganisation (Property etc) Order 1986
London Local Authorities Act 2007
Management of Health and Safety at Work Regulations 1999
Misrepresentation Act 1967
Prevention of Corruption Acts 1889 to 1916
Public Contract Regulations 2006
Public Health Acts Amendment Act 1890
Public Health Acts Amendment Act 1907

Public Health Act 1925
Regulatory Reform Order 2003
Safeguarding Vulnerable Groups Act 2006
Town and Country Planning Act 1990
Transfer of Undertakings (Protection of Employment) Regulations 2006
Unfair Contract Terms Act 1977
Value Added Tax 1994
Workplace (Health, Safety and Welfare) Regulations 1992

PARKS & BIODIVERSITY

Allotment Act(s) 1908-1950 (as amended)
Battersea Park Act 1846
The Commons Act 2006
The Control of Pesticides Act 1986
The Control of Pesticides (Amendment) Regulations 1997
The Metropolitan Commons Act 1866 (The Tooting Beck Common Scheme)
Ministry of Housing and Local Government Provisional Order Confirmation (Greater London Parks and Open Spaces) Act 1967
Open Spaces Act 1906
Pesticides – Regulation 1107/2009 (replaces EU 91/414)
Pesticides – Dangerous Preparations Directive (1999/45/EC)
Town and Country Planning (Trees) Regulations 1999
The Wandsworth Common Act 1871
Animal Welfare Act 2006
The Conservation of Habitats and Species Regulations 2010
Countryside and Rights of Way Act 2000
National Planning Policy Framework 2012
Natural Environment and Rural Communities Act 2006 (Section 40 of the Act requires all public bodies to have regard to biodiversity conservation when carrying out their functions. This is commonly referred to as the “Biodiversity duty”)
Natural Environment White Paper (The Natural Choice) 2011
Protection of Badgers Act 1992
Wild Mammals (Protection) Act 1996
Wildlife and Countryside Act 1981 (as amended)

BEREAVEMENT

Burial Acts (including amendments) 1852-1906
ICCM Charter for the Bereaved
Cemeteries and Crematoria Regulations (Wandsworth Council)
Cremation Acts 1902 and 1952
Cremation Regulations 1930 – 2000
Local Authorities Cemeteries Order 1977
Pollution Prevention Control Act 1999
As/when appropriate refer to Davies’ Law of Burial, Cremation and exhumation, 7 th Edition for more extensive list of applicable legislation

PUTNEY SCHOOL OF ART & DESIGN

The Department of Innovation, Universities and Skills White Paper “The Learning Revolution” 2009
Ofsted Inspection and Regulation of Adult Learning and Skills provision – “The Common Inspection Framework”
Skills Funding Agency annual priorities for funding as partner organisation of the Department of Innovation, Universities and Skills
Wandsworth Council Lifelong Learning Plan

ARTS, EVENTS & FILMING

Article 18 of the Schedule to the Ministry of Housing and Local Government Provisional Order Confirmation (Greater London Parks and Open Spaces) Act 1967
Battersea Park Events Policy
Construction (Design and Management) Regulations 2007
Dangerous Substances and Explosive Atmosphere Regulations 2002
Event Safety Guide: Guide to Health and Safety at Music and Similar Events (revised 1999)
Fairgrounds and amusement parks: guidance on safe practice HSG175
The Gambling Act 2005
Licensing Act 2003
Parks & Open Spaces Events Policy
Police and Criminal Evidence Act (PACE) 1984
Private Security Industry Act 2001

BYELAWS

All relevant byelaws can be found on the Council's website.

Appendix 8

Grounds Maintenance Contract – Parks and Opens Spaces

Set out below are the Parks & Open Spaces and other areas maintained under the provisions of the Grounds Maintenance contract for which the Concessionaire shall undertake Client Side Services.

GROUND MAINTENANCE PARKS AND OPEN SPACES	
LOCATION	
Barn Elms Playing Fields, SW3 (Barnes)	
Battersea Park, SW11 (Queenstown)	
Battersea Rise Cemetery, SW11 (Northcote)	
Battersea New Cemetery, SM4 (Morden)	
Bramford Gardens, SW18 (Fairfield)	
Causeway Point, SW18 (Fairfield)	
Causeway Spit, SW18 (Fairfield)	
Christchurch Gardens, SW11 (Latchmere)	
Clarence Lane Open Space, SW15 (Roehampton)	
College Gardens Open Space SW18 (Wandsworth Common)	
Coronation Gardens, SW18 (Southfields)	
Cunliffe Street Open Space, SW16 (Furzedown)	
Dromore Road Open Space, SW15 (East Putney)	
Elm Quay Court Open Space, SW11 (Queenstown)	
Elspeth Road Open Space, SW11 (Shaftesbury)	
Falcon Lane, SW11 (Shaftesbury)	
Falcon Park, SW11 (Latchmere)	
Fishponds Playing Field, SW17 (Tooting)	
Fountain Road Recreation Ground, SW17 (Tooting)	
Fred Wells Gardens, SW11 (St Mary's Park)	
Furzedown Recreation Ground, SW17 (Furzedown)	
Garratt Green, SW17 (Earlsfield)	
Garratt Lane Old Burial Ground, SW18 (Fairfield)	
Garratt Park, SW17 (Earlsfield)	
Godley Road Open Space, SW18 (Wandsworth Common)	
Harroway Road Open Space, SW11 (St Mary's Park)	
Heathbrook Park, SW8 (Queenstown)	
Huguenot Burial Ground, SW18 (Fairfield)	
King George's Park, SW18 (Southfields)	
Latchmere Recreation Ground, SW11 (Latchmere)	
Lavender Gardens, SW11 (Shaftesbury)	
Leaders Gardens, SW15 (Thamesfield)	
Montefiore Gardens, SW8 (Queenstown)	
Oyster Wharf, SW11 (St Mary's Park)	
Putney Lower Common Cemetery, SW15 (Thamesfield)	
Petergate Open Space, SW11 (Latchmere)	
Putney Park Lane, SW15 (West Putney)	
Putney Old Burial Ground, SW15 (East Putney)	
Putney Tennis Courts, SW15 (Thamesfield)	

GROUND MAINTENANCE PARKS AND OPEN SPACES

Putney Vale Cemetery, SW15 (Roehampton)
Putney Vale Open Space, SW15 (Roehampton)
Queen Mary's Rose Garden, SW18 (Fairfield)
Queenstown Road Open Space, SW8 (Queenstown)
Roehampton Parish Hall, SW15 (Roehampton)
Roehampton Playing Field, SW15 (Roehampton)
Sheepcote Lane, SW11 (Latchmere)
Shillington Street Open Space, SW11 (Latchmere)
Suffolk Hall Open Space, SW18 (East Putney)
Swaby Road Open Space, SW18 (Earlsfield)
The Pleasance & Putney Park Lane, SW15 (West Putney)
Tooting Commons, SW17 (Bedford and Furzedown)
Tooting Gardens, SW17 (Tooting)
Trewint Street Riverside Walk, SW18 (Earlsfield)
Upper Tooting Park, SW17 (Nightingale)
Vicarage Gardens Open Space, SW11 (St Mary's Park)
Wandsworth Cemetery, SW18 (Wandsworth Common)
Wandsworth Common, SW18 (Wandsworth Common)
Wandsworth Common, SW11 (Northcote)
Wandsworth High Street Open Space, SW18 (Fairfield)
Wandsworth Park, SW15 (Thamesfield)
Waterman's Green, SW15 (Thamesfield)
York Gardens, SW11 (Latchmere)
Fairfield Street Annexe, SW18 (Fairfield)
7 Ram Street, SW18 (Fairfield)
Wandsworth Town Hall, SW18 (Fairfield)
Welbeck House, SW18 (Fairfield)
Alton Children's Centre, SW15 (Roehampton)
Alton One o'Clock Club, SW15 (Roehampton)
Alton Youth Club, SW15 (Roehampton)
Ashburton Youth Club, SW15 (West Putney)
Culvert House, SW11 (Latchmere)
10, Falcon Grove, SW11 (Latchmere)
Francis Barber PRU, Westdene close, SW18 (Fairfield)
Hartfield, Roehampton Lane, SW15 (Roehampton)
27 Inner Park Road, SW15 (West Hill)
1A Larch Close, SW12 (Bedford)
North Passage, SW18 (Fairfield)
Oakdene, Church lane, SW17 (Graveney)
5 th Putney Scouts (Richmond B.C.)
69, Selkirk Road, SW17 (Tooting)
Sherwood Lodge, Athledene road, SW18 (Earlsfield)
1 Siward Road, SW17 (Earlsfield)
2 Smallwood Road, SW17 (Tooting)
86, Thurleigh Road, SW18 (Balham)
Wandle YOT Centre, Blackshaw road, SW17 (Tooting)
140, Woking Close, SW15 (Roehampton)
Abbotsleigh Road verges, SW17 (Furzedown)
Ainslie Walk, SW12 (Balham)

GROUND MAINTENANCE PARKS AND OPEN SPACES

Albert Drive Verges, SW15 (West Hill)
Albert Wharf, SW11 (St Mary's Park)
Alderbrook Road Planter, SW12 (Balham)
Aldrington Road Verges, SW17 (Furzedown)
Amen Corner, SW17 (Furzedown)
Ardshiel Close, SW15 (Thamesfield)
Augustus Road Verges, SW15 (West Hill)
Balham Hill, SW17 (Balham)
Bank Lane, SW15 (Roehampton)
Barmouth Road/Alfarthing Lane, SW18 (Wandsworth Common)
Beauchamp Terrace, SW15 (Thamesfield)
Bedford Hill Verges, SW17 (Bedford)
Blenkarne Road, SW18 (Northcote)
Bridge End Road, SW18 (Fairfield)
Brocklebank Planters, SW18 (Wandsworth Common)
Burntwood Close verges, SW18 (Wandsworth Common)
Burntwood Grange Verges, SW18 (Wandsworth Common)
Burntwood Grange/Sandgate Lane, SW18 (Wandsworth Common)
Buttermere Drive Open Space, SW15 (East Putney)
Carmalt Gardens, SW15 (Thamesfield)
Charlwood Road Planters, SW15 (Thamesfield)
Chartfield Avenue Verges, SW15 (West Putney)
Chartfield Avenue Planters, SW15 (West Putney)
Clarence Lane Verges, SW15 (Roehampton)
Collamore Avenue Verges, SW18 (Wandsworth Common)
College Gardens Verges, SW18 (Wandsworth Common)
Combemartin Verges, SW15 (West Hill)
Cranmer Terrace, SW17 (Tooting)
Culmstock Road, SW18 (Northcote)
Egliston Mews, SW15 (Thamesfield)
Elm Quay Court, SW11 (Queenstown)
Eltringham Street, SW18 (Latchmere)
Fairacres Verge, SW15 (Roehampton)
Falcon Road Open Space, SW11 (Latchmere)
Faylands Avenue Verges, SW17 (Furzedown)
Forfar Road Verges, SW11 (Queenstown)
Frensham Drive Verges, SW15 (Roehampton)
Friars Avenue Verges, SW15 (Roehampton)
Frogmore, No. 25, SW18 (Fairfield)
Genoa Avenue Verges, SW15 (West Putney)
Gilbey Road Planters, SW17 (Tooting)
Girdwood Road Verges, SW18 (West Hill)
Granard Avenue Verges, SW15 (West Putney)
Haldane Place Planters, SW18 (Earlsfield)
Havelock Terrace, SW8 (Queenstown)
Haydon Way, SW18, (Fairfield)
Horse Trough, Cabul road, SW11 (Latchmere)
Horse Trough, Spencer Park, SW 18 (Wandsworth Common)
Inner Park Road verges, SW15 (West Hill)

GROUND MAINTENANCE PARKS AND OPEN SPACES

Iron Mill Planters, SW18 (Earlsfield)
Kambala Verges, SW11 (Latchmere)
Kersfield Road Verges, SW15 (East Putney)
Kingsmere Road Verges, SW15 (West Hill)
Lifford Street, SW15 (Thameside)
Linnet Mews, SW12 (Nightingale)
Lochinvar Street Planter, SW12 (Balham)
Lombard Road Island Planter, SW11 (St Mary's Park)
Lombard Road Planter, SW11 (St Mary's Park)
Mantilla Road/Church Lane, SW17 (Bedford)
Medfield Street Open Space, SW15 (Roehampton)
Melody Road Planters, SW18 (Wandsworth Common)
Merton Road Steps, SW18 (Southfields)
Merton Road Planter, SW18 (Southfields)
Morgans Walk, SW11 (St Mary's Park)
Nichols Walk, SW18 (Fairfield)
Nightingale Walk, SW12 (Balham)
Nightingale Lane Planters, SW12 (Balham)
Nightingale Lane Verges, SW18 (Nightingale)
Normanby Court Verges, SW15 (East Putney)
Old York Road Planter, SW18 (Fairfield)
Olivette Street, SW15 (Thamesfield)
Osier Road Open Space, SW18 (Thamesfield)
Oxford Road Planters, SW15 (Thamesfield)
Petergate Road Open Space, SW18 (Latchmere)
Plough Road Open Space, SW11 (Fairfield)
Podmore Road Planters, SW18 (Fairfield)
Poyntz Road Open Space, SW11 (Latchmere)
Princes Way/Woodspring Drive Verges, SW15 (West Hill)
Putney Hill, SW15 (East Putney)
Pylon (The), SW18 (Southfields)
Queensmere Road Verges, SW15 (West Hill)
Radcliffe Square Verges, SW15 (East Putney)
Riverside Walk, SW11 – SW18 (Queenstown – St Mary's Park)
Roehampton High Street Planter, SW15 (Roehampton)
Roseneath/Baldwin Roads, SW12 (Balham)
Silverthorne Road/Queenstown Planter, SW11 (Queenstown)
Skeena Hill Open Space, SW15 (West Hill)
St Anns Hill Verge, SW18 (Fairfield)
St James Drive Open Space, SW17 (Nightingale)
St Margarets Crescent Verges, SW15 (West Putney)
Stag Lane Verges, SW15 (Roehampton)
Stroud Crescent Verges, SW15 (Roehampton)
Thames Walk, SW11 (St Mary's Park)
The Footpath, SW15 (West Putney)
Tibbetts Corner, SW15 (West Hill)
Tibbetts Ride Verges, SW15 (Roehampton)
Ullathorne Road Verges, SW17 (Furzedown)
Upper Richmond Road Shop Fronts, SW15 (West Putney)

GROUND MAINTENANCE PARKS AND OPEN SPACES	
Vicarage Gardens (Highway Area), SW11 (St Mary's Park)	
Victoria Drive verges, SW15 (West Hill)	
Wandsworth High Street/Buckhold Road planter, SW18 (Southfields)	
Waterside Path, Smugglers Way, SW18 (Fairfield)	
West Drive Verges, SW17 (Furzedown)	
West Hill Road open space, SW15 (East Putney)	
Westleigh Avenue Verges, SW15 (West Putney)	
Winthorpe Road Planter, SW15 (Thamesfield)	
York Road Beds, SW11 (Latchmere)	
All Saints Church Tooting, SW17 (Tooting)	
All Saints Church Wandsworth, SW18 (Fairfield)	
Holy Trinity Church, SW18 (West Hill)	
St Ann's Church, SW18 (Fairfield)	
St Mary's Church, Battersea, SW11 (St Mary's Park)	
St Mary's Church, Putney, SW15 (Thamesfield)	
St Nicholas Cemetery, SW17 (Graveney)	
St Philip's Church, SW11 (Queenstown)	

Appendix 9
Events at the Commencement Date (appended)

APPENDIX 10

CAR PARK FILMING AND EVENTS

Excluding arrangements for the management of parking associated with the annual Chelsea Flower Show, the Concessionaire is enabled to use the Council Car Parks listed below for filming and event activities at no cost, subject to the conditions shown.

Battersea Park – Albert Car Park: The use of up to 20% of the area of the car park only
Battersea Park – Chelsea Car Park: The use of up to 20% of the area of the car park only
Battersea Park – Rosary Car Park: The use of up to 50% of the area of the car park only

Where event and filming requests for car park parking in Battersea Park are in excess of the above, this will be subject to discussion with and consideration by the Council's Authorised Officer, on a case by case basis.

King Georges Park – Mapleton Road Car Park: The use of up to 20% of the area of the car park only.

Tooting Common – Lido Car Park: The use of up to 50% of the area of the car park only from September to April. Use during the months of May to August subject to discussion with the Council's Authorised Officer and consideration of the impact on the users of the Common and the Lido.

Tooting Common – Dr Johnson Avenue Car Park: The use of up to 20% only of the area of the car park subject to discussion with Council's Authorised Officer and consideration of the impact of car park users. This is a very heavily used car park.

The management of this parking shall also be done in such a way as to minimise any impact on the associated income to the Council.

Appendix 11
not used

APPENDIX 12
HEALTH SERVICES SERVICE LEVEL AGREEMENT (appended)