WANDSWORTH BOROUGH COUNCIL



LEISURE SERVICES SERVICES SPECIFICATION

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1 INTRODUCTION

1.1 Background

- 1.1.1 This Services Specification sets out the required Standards and Reporting Requirements that the Operator shall meet during the contract period. It details the requirements that the Operator shall meet for the operation of the services and facilities specified within this Schedule throughout the contract period.
- 1.1.2 The Services Specification forms a Schedule of the Leisure Operating Contract and shall be legally binding.
- 1.1.3 The structure of this Services Specification is set out as follows:

Section 2 – General Core Requirements

- Strategic Objectives and contribution to wider local Strategic Outcomes
- Facility Management
- Active Communities (Sports Development & Physical Activity Outreach Programme)
- Partnership Philosophy and Governance
- Management Fee
- Asset Management
- Utility Costs and National Non-Domestic
 Rates
- Environmental and Energy Management
- Managing Performance against Strategic Objectives
- Quality Management
- Social Value
- Active Communities
- Opening Hours
- Access
- Customer Experience
- Programming for All
- Pricing
- Staffing and Skills Development
- Safeguarding
- Equalities
- Cleaning and Housekeeping
- Food and Beverages
- Marketing, Research and Communication
- Data and ICT Management
- Health and Safety Management

Section 3 – Service Requirements

Section 4 - Asset Management Requirements

- Building Maintenance
- Statutory/ Mandatory inspections
- Equipment
- Grounds Maintenance
- Environmental and Energy Management
- Legislation and Policy
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating (Thermal Comfort)
- Lighting
- Pool Water Quality
- CCTV and Security

Section 5 – Performance Management and Reporting

- Planning to Improve (Service Planning)
- Meetings and Reporting
- 1.1.4 This Services Specification applies the following structure to each element of the services described in Section 3 Service Requirements, Section 4 Asset Management Requirements and Section 5 Performance Management and Reporting.

Overall Requirement Provides the Operator with a high-level summary of the

overall requirement for each element of the services.

Performance Standards Provides a list of standards that set out the required level of

performance that the Operator shall meet, and which will

determine whether the Operator is meeting the

requirements of the Authority. The Operator must meet these standards if the Services Specification is deemed to

be achieved.

Reporting Requirements Provides details of the reporting requirements that the

Operator shall meet in relation to each element of the

services.

1.2 Measurement

1.2.1 Monitoring of the Operator's performance shall be measured in accordance with Clause 19 (Performance Monitoring) of the Contract. Monitoring of the Services and

categorisation and reporting of Performance Failures shall be carried out in accordance with Schedule 5 (Payment and Performance Mechanism) of the Contract.

1.3 Reporting

1.3.1 The Operator is obliged to report on its own performance in accordance with this Services Specification.

2 GENERAL CORE REQUIREMENTS

2.1 Introduction

2.1.1 This section sets out the general core requirements of the Services Specification. The general core requirements underpin the more specific requirements and standards for service delivery and asset management which are described in Sections 3 and 4.

2.2 Strategic Objectives and Contribution to wider local Strategic Outcomes

- 2.2.1 The health of the borough and the importance of accessible leisure and physical activity opportunities are of paramount importance to the Authority for the wellbeing of its residents.
- 2.2.2 In July 2024, the Authority adopted the new Leisure, Sport and Physical Activity Strategy for the period 2024-2029. *Wandsworth Moves Together* is an ambitious strategy that commits to a wide range of actions through three overarching themes: Active People, Active Communities and Active Environments. Through the strategy, the Authority and partners aim to support already active people to remain active and to support and remove barriers for those who find it challenging to be active and would benefit from it most.
- 2.2.3 The success of the strategy will mean all residents will be able to access a network of quality, accessible, affordable, sustainable (financially and environmentally) assets which provide opportunities for people to be active and take part in sport, leisure, and physical activity. Physical activity levels will have increased, particularly among the currently inactive populations within our borough; and the mental health and wellbeing of all residents will improve.
- 2.2.4 The Operator shall provide services which contribute to the delivery of the Wandsworth Moves Together strategy and the Authority's wider strategic objectives. These wider objectives are reflected in a range of other strategic documents, including the Wandsworth Corporate Plan 2022-2026, the Joint Local Health and Wellbeing Strategy, the Wandsworth Public Health Adult Physical Activity Plan 2021-2031, the Wandsworth Arts and Culture Strategy 2021-2031, the Wandsworth Healthy Eating, Weight and Nutrition Plan 2022-2026, the Wandsworth Carers Charter and the Wandsworth Sanctuary Strategy.
- 2.2.5 The *Wandsworth Moves Together* strategy has identified a number of early priority actions for which the Operator is expected to provide support. These include:
 - Delivery of "Access for All", the most generous and compassionate pricing offer in the UK that includes access to our leisure and sports centres;
 - Provision of free intensive swimming lessons for all Wandsworth children who live in the Borough in years 5-7 who have yet to meet the KS2 swimming Criteria "initial pilot scheme";
 - Work with London Sport on the online activity finder for Wandsworth, making local opportunities easy to find;
 - Creation of an estate-based physical activity activation programme, bringing affordable physical activity opportunities into our estates across the borough;

- Support for the development of a new Community Sports and Physical Activity Network which will become the accountable body for this new strategy;
- Contribution to the Authority's ambitious plan to make the Authority carbon neutral by 2030.
- 2.2.6 It is recognised that over the life of the Contract the *Wandsworth Moves Together* strategy, and the associated objectives and actions, may require updating or replacing and it is envisaged that the Operator will play a key role in the process, working in partnership with the Authority.

2.3 Facility Management

2.3.1 Table 1 below shows the Facilities that are included in the Contract and which are to be managed by the Operator in accordance with this Services Specification.

Table 1: Outline of Sport and Leisure Facilities

able 1: Outline of Sport and Leist		
	Tooting Leisure Centre	
Current centre opening times	Monday to Friday	6.30am – 10.30pm
	Saturday	7.00am – 7.30pm
	Sunday	7.30am – 9.30pm
Main swimming pool	33 metres x 6 lanes	
Teaching pool	12.5 x 6 metres	
Sports hall	6 badminton courts	
Fitness suite (gym)	c.65 stations	
Exercise / Dance Studios	4, including Lola Jones func	tion hall and dedicated spin
Other facilities	Soft Play, Café	
Car Parking	c.70 cars	
	Balham Leisure Centre	
Current centre opening times	Monday to Friday	6.30am – 9.30pm
	Saturday	8.00am – 6.00pm
	Sunday	7.45am – 9.30pm
Main swimming pool	25 metres x 4 lanes	
Fitness suite (gym)	c.82 stations	
Exercise / Dance Studios	3, including dedicates spin s	tudio
Other facilities	2 squash courts	
Car Parking	No	
	Latchmere Leisure Centre	
Current centre opening times	Monday to Friday	6.30am – 9.30pm
	Saturday	7.45am – 8.00pm
	Sunday	7.45am – 8.00pm
Main swimming pool	Leisure pool, with 25 metres x 4 lanes, plus beach and	
	shallow water areas	
Teaching pool	12 metres x 6 metres	
Sports hall	6 courts	
Fitness suite (gym)	c.70 stations	

Exercise / Dance Studios	1		
Other facilities	Soft Play, Café		
Car Parking	c.75 cars		
car r arming	Putney Leisure Centre		
Current centre opening times	Monday to Friday	6.30am – 10.30pm	
	Saturday	6.30am – 10.30pm	
	Sunday 7.30am – 5.30pm		
Main swimming pool	33.3 metres x 6 lanes	7.30d.ii 3.30p.ii	
Teaching pool	12.5 metres x 7.3 metres		
Diving pool	12.5 metres x 12.5 metres		
Fitness suite (gym)	c.110 stations		
Exercise / Dance Studios	2, including dedicated spin s	tudio	
Other facilities	Dryburgh function hall, Café		
Car Parking	c.100 cars	, ereene, sparaemaes	
car r arking	Roehampton Sport and Fitn	ess Centre	
Current centre opening times	Monday to Friday	7.00am – 10.00pm	
current centre opening times	Saturday	8.00am – 5.00pm	
	Sunday	8.00am – 5.00pm	
Sports hall	4 badminton courts	6.00am 5.00pm	
Fitness suite (gym)	c.34 stations		
Exercise / Dance Studios	1		
Other facilities	Soft Play		
Car Parking	c.11 cars		
Car i arking	Wandle Recreation Centre		
Current centre opening times	Monday, Tuesday,	8.00am – 10.00pm	
current centre opening times	Thursday	0.00diii 10.00piii	
	Wednesday, Friday	8.00am – 10.30pm	
	Saturday	8.30am – 6.30pm	
	Sunday	8.30am – 10.00pm	
Sports hall	4 badminton courts	20.00p	
Fitness suite (gym)	c.41 stations		
Exercise / Dance Studios	4, including Lola Jones function hall and dedicated spin		
	studio		
Other facilities	3 x Floodlit Artificial Pitches, Soft Play, Nursery		
Car Parking	c.30 cars		
	Tooting Bec Lido		
Current centre opening times	Monday to Friday	6.00am – 8.00pm	
, , , ,	Saturday	6.00am – 8.00pm	
	Sunday	6.00am – 8.00pm	
Main swimming pool	91.5 metres x 33 metres	•	
Exercise / Dance Studios	1		
Other facilities	Café		
Car Parking	c.60 cars		
3	Battersea Sports Centre		
Current centre opening times	Monday to Friday	7.00am – 10.00pm	
, , , ,	Saturday	9.00am – 5.00pm	
	Sunday	9.00am – 5.00pm	
Sports hall	4 badminton courts		
Fitness suite (gym)	c.36 stations		
Exercise / Dance Studios	1		
Other facilities	1 Floodlit Artificial Pitch		

Can Daulina	a O aawa
Car Parking	c.9 cars

- 2.3.2 In addition to the Facilities described above, the Authority delivers a range of other sport and leisure services from other facilities. The Operator is required to work with the Authority to ensure that, wherever possible, opportunities for cross-service synergies and economies are explored with the aim of offering seamless experiences to service users. This will include exploration of opportunities for cross-service marketing initiatives, pricing and membership packages.
- 2.3.3 As part of this, the Authority has an aspiration for the Operator to work to deliver a one-stop shop front door for sport, leisure and physical activity services across the Borough (stretching across both Boroughs if ones Operator wins both contracts). This will involve the Operator utilising one booking system for the sites in this contract and other facilities across the Borough which are currently operated by other partners.
- 2.3.4 The Operator will also be expected to play its part in ensuring that users can find, book and pay for activities at these facilities through the Operator's website, app, booking system and call centre. The aspiration is that this will be achieved within 6 months of the Contract Commencement Date and the Authority will work in partnership with the Operator to help facilitate the achievement of this. It is understood that this can only be achieved dependent on the cooperation of other partners. In time, this system / approach could be expanded to other facilities and services provided by the Council and its partners.

2.4 Active Communities

2.4.1 The Operator must deliver an Active Communities Programme (Sports Development and Physical Activity Outreach), which complements the work of the Authority's existing service provider and supports the Authority's Strategic Objectives for the service and contributes towards wider local Strategic Outcomes. The required outputs of the Active Communities Programme are shown in Table 2.

Table 2: Active Communities Programme (Sports Development and Physical Activity Outreach)

Required Outputs

- An increase in the number of residents from target groups participating regularly in sport and physical activity
- A range of high-quality programmes aimed at residents who are inactive or not engaging regularly in sport and physical activity
- A decrease in physically inactive residents
- An increase in the number of volunteers and volunteering opportunities
- Support for local Clubs in terms of access to facilities, assistance with member and coach recruitment etc.
- Increased opportunities for access to sport and physical activity opportunities within priority localities, including areas of higher levels of health inequalities and disability to include Latchmere, Tooting, Furzedown, Roehampton and Putney Heath.
- Increased opportunities for access to sport and physical activity opportunities in community settings outside of the core leisure facilities

Required Outputs

- A year round (term time only) programme of after school sport and physical activity
 / healthy eating /weight management educational programmes for targeted primary
 schools
- Increased community drop-in sessions including holiday drop-in sessions for football, squash, netball, table tennis and basketball across all sites
- 2.4.2 The Active Communities Programme shall be delivered in partnership with the Authority's Leisure team, the Authority's existing service provider (Enable), London Sport, Integrated Care Systems (ICSs), National Governing Bodies for sports, local charities, clubs and other services such as Public Health, Education, Children and Youth Services and Adult Social Care.

2.5 Partnership Philosophy and Governance

- 2.5.1 The Authority is seeking to establish a Partnership Philosophy with an Operator based on the following principles:
 - Working in collaboration with local partners and local stakeholders, engaging closely with existing networks and creating new connections within our local communities;
 - A commitment to co-design and co-produce whereby local people will be able to influence how the services are delivered in their place;
 - Ideas and initiatives will be evidence-based and informed by data;
 - The setting of ambitious but achievable performance targets;
 - Ensuring that facilities and services are inclusive and accessible, with a commitment to tackle health and income inequalities across the borough;
 - A commitment to be flexible and adaptable, recognising that needs and aspirations change over time;
 - A commitment to being honest and transparent, celebrating success when we can and being accountable when things don't work.
- 2.5.2 The Operator shall commit to the Partnership Philosophy and recognise the importance of working collaboratively with the Authority in delivering the Services.
- 2.5.3 The Partnership Philosophy shall be upheld and governed through the establishment of a Strategic Partnership Board made up of key representatives from the Operator and the Authority.
- 2.5.4 The Strategic Partnership Board shall be established within one month of the contract commencement date and shall consist of the following representatives:
 - Elected Member Portfolio Holder (Authority)
 - Head of Service (Authority)
 - Director of Culture and Leisure (Authority)
 - Strategic Partners Public Health, Adult Social Care and Children's Services
 - Contract Client Manager (Authority)
 - Managing Director (Operator)

- Operations/Regional Director (Operator)
- Contract Manager (Operator)
- 2.5.5 The Strategic Partnership Board shall be chaired by the Authority, meet bi-annually and matters to be discussed shall include but not be limited to the following:
 - Progress on Annual Service Plan
 - Progress against Strategic Objectives and contribution towards wider local Strategic Outcomes
 - Financial performance
 - Service improvement opportunities
 - Variations to contract and commissioning opportunities
 - Other matters of a strategic nature considered appropriate for discussion by the Board.
- 2.5.6 Either the Operator or Authority, subject to the agreement of the other party, may invite appropriate third parties to attend the Strategic Partnership Board meetings to help the Board's understanding of a particular issue or decision.

2.6 Management Fee

- 2.6.1 The Operator will be required to manage the services as outlined in this Services Specification and in accordance with the Contract and pay a management fee to the Authority.
- 2.6.2 The facilities will operate under a lease agreement with a peppercorn rent.

2.7 Asset Management

- 2.7.1 The Contract provides for a shared approach to maintenance, repair and lifecycle replacement of assets between the Authority and Operator. The Operator shall be responsible for repair, maintenance and lifecycle replacement of all assets except where specified. Full details of the split in responsibilities are provided in Section 4: Asset Management of this document.
- 2.7.2 The Operator shall install an asset management ICT system to be in place for the period of the Contract. This should include a Planned Preventative Maintenance (PPM) schedule, which has a record of all new and existing structures, plant, materials, components, and fittings over the Contract period.
- 2.7.3 The Operator shall, if requested, provide the Authority with remote, read-only access to the asset management ICT system for the duration of the Contract. This must be in electronic format using recognised software.

2.8 Utility Costs and National Non-Domestic Rates

2.8.1 The Authority will retain responsibility for the procurement of utility supplies and the payment of utility costs at the Facilities. The Operator shall ensure that agreed utility

- consumption levels are not exceeded at the Facilities. Where agreed consumption levels are exceeded, the Operator shall be responsible for the associated costs.
- 2.8.2 The Operator is responsible for all National Non-Domestic Rates (NNDR) costs at the Facilities.

2.9 Climate Emergency

- 2.9.1 The Operator is committed to supporting the Authority's climate emergency strategy through responsible environmental and energy management and the efficient use of energy throughout its operations. It also recognises that good environmental and energy management helps to protect the environment by conserving natural resources and reducing harmful emissions. The Operator shall take account of, and comply with, the Authority's Environment and Sustainability Strategy 2019-2030, and any subsequent updates, which sets out the Authority's aims and objectives for minimising its environmental impact.
- 2.9.2 The Operator shall provide information for the Authority's Environmental Management Systems to enable it to monitor the Authority's carbon footprint.

2.10 Managing Performance against Strategic Objectives

- 2.10.1 The Operator is required to deliver the services to meet the Authority's Strategic Objectives and to contribute towards wider local Strategic Outcomes.
- 2.10.2 The performance indicators shown in Tables 3a and 3b are designed to help measure the Operator's performance against the Authority's Strategic Objectives. The Operator must ensure it collects information to enable it to measure the performance indicators in Tables 3a and 3b using up to date ICT and innovative data collection methods. The Operator is expected to manage performance and strive towards delivering its performance indicator targets.
- 2.10.3 During the term of the Contract, the Authority, through discussion with the Operator, may consider the use of alternative performance indicators that measure performance in a more effective or efficient way, taking advantage of any advances in technology or innovation in data collection methods.
- 2.10.4 In the event that performance information was not collected in this way under the previous management arrangements, the first year of the Contract will be a baselining exercise. All subsequent years will involve setting targets through a collaborative annual service planning process in partnership with the Authority. The Operator will be expected to draw from national data sources to assist in establishing initial targets.
- 2.10.5 The Operator shall be required to work in partnership with the Authority to review the performance indicators on at least an annual basis and respond to any reasonable

requests from the Authority for these to be amended to better reflect any changes to the Authority's Strategic Objectives for the service.

Table 3a: Performance Indicators

Core Measures				
KPI	Description	Source	Time period	Analysis
Total	Total number of	Leisure	Last Quarter vs	% change
members	members visiting	Management	Same Quarter	
	the centre	system feed	previous year	
	(including separate			
	breakdown for			
	Access for All			
	participants)			
Total casuals	Casual users	Proxies for	Last Quarter vs	% change
	(including separate	unique	Same Quarter	
	breakdown for	participant	previous year	
	Access for All	equivalent		
	participants)	calculation		
Gender	Total number of	Leisure	Last Quarter vs	vs Local
Breakdown	members and	Management	Same Quarter	Catchment
	casuals visiting the	system feed	previous year	(20min drive
	centre split by			time)
	gender category			Numbers
	(including separate			and %
	breakdown for			
	Access for All			
	participants)			
Age	Total number of	Leisure	Last Quarter vs	vs Local
breakdown	members and	Management	Same Quarter	Catchment
	casuals visiting the centre split by age	system feed	previous year	(20min drive time)
	category (including			Numbers
	separate			and %
	breakdown for			4114 75
	Access for All			
	participants)			
Ethnicity	Total number of	Leisure	Last Quarter vs	Numbers
breakdown	members and	Management	Same Quarter	and %
Di Caraowii	casuals visiting the	system feed	previous year	4114 75
	centre split by	.,	p. 2	
	ethnicity (including			
	separate			
	breakdown for			
	Access for All			
	participants)			
Disability	Total number of	Leisure	Last Quarter vs	Numbers
breakdown	members and	Management	Same Quarter	and %
	casuals visiting the	system feed	previous year	
	centre registered			

Core Measures				
KPI	Description	Source	Time period	Analysis
	disabled (including separate breakdown for Access for All participants)	Lainne	Last Overton	Newsland
Deprivation levels (1-10) based on postcode	Total number of members visiting the centre split by deprivation levels (including separate breakdown for Access for All participants)	Leisure Management system feed	Last Quarter vs Same Quarter previous year	Numbers and %
Total throughput	Total number of visits to the centre including members and casuals (including separate breakdown for Access for All participants)	Leisure Management system feed	Last Quarter vs Same Quarter previous year	% change
Baseline activity level	This needs a description	Leisure Management system feed	Last Quarter vs Same Quarter previous year	% change
Frequency of activity: • inactive (less than 30 mins per week) → less than 1 time per week • fairly active (30 mins – 149 mins per week) → 1-1.5 times per week • active (150 mins or more per week) → 1.5 times or more per week		Leisure Management system feed (participants)	Last Quarter vs Same Quarter previous year	% change

Table 3b: Strategic Objectives	
Strategic Objective 1	Performance Indicators
High quality services that meet minimum service standards set and exceed customer expectations.	PI 1.1 Customer and partner satisfaction indicators captured through an on-going monthly rolling programme e.g., Net Promoter Score (NPS) or equivalent: • the overall service • staff/coaches • access and parking • facilities • catering • cleanliness • changing rooms • value for money. PI 1.2 Nationally recognised Quality Assurance Scheme, including meeting the National Institute for Health and Care Excellence quality standards for relevant programmes PI 1.3 Customer retention data; fitness, swimming, courses and activities
	Investors in People and ISO accreditation.
Strategic Objective 2	Performance Indicators
Delivering financially and environmentally sustainable facilities (financial performance)	PI 2.1 Subsidy/surplus per visit PI 2.2 Percentage target reduction in annual energy consumption PI 2.3 Reduction in annual CO2 emissions. PI 2.4 Increase in recycling and rate PI 2.5 Environmental standard 14001:2015 accreditation.
Strategic Objective 3	Performance Indicators
Ensuring facilities are maintained to a high standard throughout the life of the contract.	PI 3.1 Delivery of Schedule of Programmed Maintenance and approval by Authority of any proposed changes. PI 3.2

	Target scores on maintenance / statutory compliance audits. Nationally recognised Quality Assurance Scheme compliance audits.
Strategic Objective 4	Performance Indicators
Increased opportunities to participate in sport and physical activity, from beginner to elite level for all sections of the community.	PI 4.1 (measured annually through Sport England Active Lives) a. Percentage of Wandsworth residents (aged 16+) taking part in sport and physical activity for less than 60 minutes per week (inactive) b. Percentage of Wandsworth residents (aged 16+) taking part in sport and physical activity for 30-149 minutes per week (fairly active) c. Percentage of Wandsworth residents (aged 16+) taking part in sport and physical activity for 150 minutes per week (active) d. Percentage of Wandsworth residents taking part in sport and physical activity at least twice in the last month. PI 4.2 (measured by Operator) a. Number of Wandsworth residents (aged 16+) participating in leisure centres and outreach programmes for at least 60 minutes per week as a percentage of the total in Wandsworth (fairly active) b. Number of Wandsworth residents (aged 16+) participating in leisure centres and outreach programmes for at least 150 minutes per week as a percentage of the total in Wandsworth (active) c. Number of non-residents participating in leisure centres and outreach programmes for at least 60 minutes per week as a percentage of the total in Wandsworth. d. School swimming attainment levels.
Strategic Objective 5	Performance Indicators
Increases in activity levels from target groups identified as having no or low levels of physical activity	PI 5.1 Percentage of target group adults who are residents (aged 16+) taking part in physical activity for at least 30 minutes per week a. Percentage of target group adults taking part in physical activity for at least 30 minutes per week b. Percentage of target group adults taking part in physical activity for at least 30 minutes per week. PI 5.2 Percentage of target group (aged <16) taking part in physical activity for at least 30 minutes per week a. Percentage of target group (aged <16) taking part in

	b. Percentage of target group (aged <16) taking part in physical activity for at least 30 minutes per week.
Strategic Objective 6	Performance Indicators
Improved access to facilities, activities and opportunities for targeted groups that participate less in sport and physical activity,	PI 6.1 Percentage of target group users who use specific accessible booking systems PI 6.2 Percentage of front-line staff who have had specialist quality training regarding target groups within the last 12 months. PI 6.3 Number of programmed sessions per annum targeted at target groups. PI 6.4 Percentage of users requiring additional accessibility and/or reasonable adjustments to support them in sport and/or physical activity who would recommend the facility or activity
Strategic Objective 7	Performance Indicators

Providing wider social value
through strong and positive
engagement with partners.

PI 7.1

Percentage of the workforce that are Wandsworth residents and the extent to which the workforce is representative of the local demographic profile.

PI 7.2

Number of workforce development opportunities provided through the employment of apprentices.

PI 7.3

Number of local companies used in the supply chain.

PI 7.4

Number of participants in projects developed in partnership with the Authority and other organisations and stakeholders e.g., schools, public health, community and voluntary sector organisations, National Governing Bodies etc.

NT26: Initiatives taken or supported to engage people in health interventions (e.g. obesity) or wellbeing initiatives in the community, including physical activities for adults and children

- 2.10.6 The Operator will work with the Authority during Year 1 of the Contract to develop baseline information on the above performance indicators that will be used to set targets for Year 2 and thereafter of the Contract.
- 2.10.7 An Annual Service Plan and associated development plans shall be provided to the Authority for approval one month prior to the Commencement Date and three months prior to the start of each subsequent Contract Year.
- 2.10.8 The Operator must provide a Quarterly Performance Report and detailed Annual Service Report containing qualitative and quantitative evidence of how the Operator is delivering the Authority's Strategic Objectives for the service and contributing to wider local Strategic Outcomes.
- 2.10.9 The Operator must collect and curate a library of case studies demonstrating the impact in respect of delivering the Authority's Strategic Objectives for the service and contributing to wider local Strategic Outcomes.
- 2.10.10 The Annual Service Report should highlight any of the Authority's Strategic Objectives that the Operator has not contributed towards and provide an annual action plan for the following year to address any shortcomings or missed targets. It should also

highlight any additional objectives it has achieved in addition to those required by the Authority.

2.11 Quality Management

- 2.11.1 The Operator will be required to have a robust quality management system in place that covers all aspects of the services and is focused on the customer's experience.
- 2.11.2 The Operator shall maintain and develop an appropriate quality management system in relation to the management of the Facilities and the delivery of the Active Communities programme.
- 2.11.3 The Operator must ensure that the quality management system incorporates appropriate audit, document control and record keeping procedures.
- 2.11.4 The Operator must ensure that the quality management system is recognised by an appropriate leisure industry or wider body (e.g. Quest accreditation, ISO accreditation).

2.12 Social Value

- 2.12.1 The Operator shall deliver the services in accordance with the aims of The Public Services (Social Value) Act 2012 through the delivery of wider social, economic and environmental benefits.
- 2.12.2 The Authority utilises the National Themes Outcomes and Measures (TOMs) Framework to embed Social Value into the delivery of services on its behalf. The Operator must work with the Authority to demonstrate delivery against a range of TOMS indicators, including:
 - NT3: The number of full-time equivalent employees hired on the contract who are long-term unemployed;
 - NT10: The number of weeks of apprenticeships or T-Levels (Level 2,3, or 4) provided on the contract;
 - NT14: The total amount (£) spent with VCSEs within the Operator's supply chain;
 - NT24: Initiatives aimed at reducing crime (e.g. support for local youth groups, lighting for public spaces, etc.);
 - NT26: Initiatives taken or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs, etc.) or wellbeing initiatives in the community, including physical activities for adults and children; and
 - NT82: Carbon emission reductions through reduced energy use and energy efficiency measures.
- 2.12.3 NT3. The Operator shall work closely with the Authority and other partners such as education and training providers to develop specific initiatives, which offer realistic and sustainable employment opportunities to the long-term unemployed in Wandsworth.
- 2.12.4 NT10: The Operator shall offer a number of routes to full-time employment or training which are targeted at specific sectors of the community in Wandsworth. This should

include the provision of work placement opportunities, including apprenticeships. The Operator must demonstrate how these opportunities will be focused towards disadvantaged or underrepresented groups within the labour market including initiatives targeting lone parents; people from Black, Asian and Minority Ethnic (BAME) backgrounds; women; people with physical and learning difficulties; Lesbian, Gay, Bisexual, Transgender, Queer or Questioning (LGBTQ+), long term unemployed; care leavers; ex-offenders; NEETS (Not in Education, Employment or Training); individuals recovering from homelessness and people who are on long term benefits.

- 2.12.5 NT14: The Operator shall understand and embrace the role it has in supporting and working with small and medium Enterprises, social enterprises, charities and other third sector providers in Wandsworth through its procurement of supplies and subcontractors and through the delivery of the Services.
- 2.12.6 NT24: The Operator shall work with the Authority and other partners to provide diversionary activities designed to help reduce levels of crime, disorder and anti-social behaviour by people in Wandsworth.
- 2.12.7 NT26: The Operator shall work with the Authority and other partners to support sport and physical activity in the community to increase access and engagement with people who are less active in formal sport and physical activity sessions.
- 2.12.8 NT82. The Operator shall ensure that the environmental wellbeing of the local area is protected and enhanced through best practice approaches to energy and water management, waste and recycling, procurement of supplies and sustainable transport.
- 2.12.9 The Operator shall ensure the Services are fully inclusive to all sections of the community and shall proactively work to eliminate barriers to participation in sport and physical activity through programming, pricing, policies, development plans, marketing and training.
- 2.12.10 The Operator shall provide a detailed review of how the Services have achieved the above requirements and have contributed to social outcomes as part of the Annual Report and will provide a point of contact to liaise with the Council's Social Value team to ensure delivery against these commitments is on track.
- 2.12.11 The Operator must report regularly against the TOMS indicators, including commitment to timescales of target delivery.

3 SERVICE REQUIREMENTS

3.1 Active Communities

Overall Requirement

3.1.1 The Active Communities programme shall provide increased opportunities for inactive and under-represented groups to be engaged in regular physical activity.

- 3.1.2 The Operator is required to support the Authority and the Authority's existing service provider in the delivery of the Wandsworth Moves Together strategy and the action plans created in respect of that strategy.
- 3.1.3 The Authority has identified a number of early priority actions for which the Operator is expected to provide support. These include:
 - Delivery of "Access for All", the most generous and compassionate pricing offer in the UK that includes access to our leisure and sports centres;
 - Provision of free intensive swimming lessons for all Wandsworth children who live in the Borough in years 5-7 who have yet to meet the KS2 swimming Criteria "initial pilot scheme";
 - Work with London Sport to develop the online activity finder for Wandsworth, making local opportunities easy to find;

- Creation of an estate-based physical activity activation programme, bringing affordable physical activity opportunities into our estates across the borough;
- Support for the development of a new Community Sports and Physical Activity Network which will become the accountable body for this new strategy;
- Contribution to the Authority's ambitious plan to make the Authority carbon neutral by 2030.
- 3.1.4 The Active Communities programme shall be targeted at the following priority groups:
 - People with disabilities;
 - Children 0 11 years;
 - Older people;
 - Young people 12 19;
 - Women and girls;
 - Black, Asian and Minority Ethnic (BAME) Communities;
 - Children and adults with physical disabilities;
 - LGBTQ+ individuals;
 - Care leavers and unpaid/paid carers;
 - Ex-offenders;
 - NEETS (Not in Education, Employment or Training);
 - Individuals recovering from homelessness;
 - People who are on long-term benefits;
 - Those with or at risk of long-term conditions such as cardiovascular disease, hypertension, COPD, dementia, diabetes, obesity, depression and falls;
 - Residents in areas of higher levels of health inequalities and disability to include Latchmere, Tooting, Furzedown, Roehampton and Putney Heath.
- 3.1.5 The Active Communities programme shall include innovative and non-traditional or specialist activities that appeal to a wider audience, particularly aimed at priority groups or those who are inactive or less active and most impacted by health inequalities. The programme should also consider activities which produce co-benefits such as addressing isolation and loneliness.
- 3.1.6 The Active Communities programme will be required to focus upon the delivery of activities and the enabling of support outside of the core sport and leisure facilities in order to make them more accessible to priority groups and appeal to residents who would not ordinarily visit a traditional leisure centre setting.
- 3.1.7 The Active Communities programme will champion inclusion in its widest sense particularly for people with various disabilities (physical and learning) including those individuals with one or a combination of the following disabilities:
 - Vision impairment;
 - Deaf or hard of hearing;
 - Mental health impairments;
 - · Learning disability;
 - Acquired brain injury;
 - Dementia;
 - Autism spectrum disorder;
 - Physical disability.

- 3.1.8 The Operator shall support the implementation of local, regional and national sports development policies where appropriate and provide representation on local and county wide or regional sports development groups. This includes national Sport England campaigns such as this 'This Girl Can' and 'We are Undefeatable'.
- 3.1.9 The Operator shall seek to increase the number of sporting volunteers and provide support to local clubs through community programming.
- 3.1.10 The Operator shall develop an annual Active Communities Plan in partnership with the Authority's Leisure team which clearly identifies how the outputs shown in Table 2 will be achieved. This plan will be monitored and reviewed by the Authority on a quarterly basis.
- 3.1.11 The Operator will be expected to source external funding for sport and physical activity and healthy lifestyles programmes already in place.
- 3.1.12 The Operator will be required to work in partnership with the Authority's Leisure team and other Council departments, including Public Health and Social Care Services to source external funding for new sport and physical activity and healthy lifestyles programme.
- 3.1.13 The Operator shall be required to support the delivery of the Authority's existing Adult Weight Management and Exercise on Referral services and support local GP and Health Professional Champions and Active Practices and future pathways through events, training and networking.
- 3.1.14 The Operator shall provide free use of the facilities to support specific sport and physical activity development (Active Communities) initiatives. Full details of this requirement are provided in Appendix 3 Protected Bookings.
- 3.1.15 The Operator shall provide appropriately qualified and experienced staff to support specific public health initiatives agreed with the Authority's Public Health Division. This includes support to people's conditions and reduce complications in people with a long-term condition and disability, such as weight management, falls prevention and rehabilitation.

Reporting Requirements

3.1.16 The Operator shall produce an annual report on the Active Communities programme within the Annual Service Report and Quarterly Performance Report which highlights

how it has performed in meeting the Authority's Strategic Objectives and contributing to wider local Strategic Outcomes.

3.2 Opening Hours

Overall Requirement

3.2.1 Facilities that are fully accessible to the community during the "Minimum Opening Hours" as detailed in Appendix 2 of this Services Specification.

- 3.2.2 The Facilities must be available for public use during the Minimum Opening Hours.
- 3.2.3 The Operator shall seek opportunities to extend opening beyond the Minimum Opening Hours where such extended opening is in response to customer demand and/or will further contribute to meeting the Authority's Strategic Objectives.
- 3.2.4 The Authority, in advance of any changes being implemented, must agree in writing, any variations to the Minimum Opening Hours proposed by the Operator.
- 3.2.5 The Operator shall advertise all opening hours on the relevant Facility website and shall provide printed information on opening hours and timetables of activity programmes.
- 3.2.6 The Operator shall operate the vending services during the Minimum Opening Hours.
- 3.2.7 Where appropriate, the Operator shall agree with the Authority closure of the Facilities, or any element therein, for the purposes of maintenance, in accordance with the agreed Schedule of Programmed Maintenance.
- 3.2.8 The Operator will be required to advertise all planned maintenance closures and any variations in opening for at least 4 weeks before the closure period on site and on their website. Where private hire, block or club bookings have been made during a period of closure whether planned or unforeseen, the Operator will be responsible for informing each hirer separately of the changes and meeting all costs incurred, inclusive of the reimbursement of any fees and charges made in advance.
- 3.2.9 In the event of closure of any of the Facilities or part thereof or ceasing of the Active Communities programme, or part thereof, owing to unforeseen or emergency conditions, the Operator shall inform the Authority immediately, followed up in writing as soon as practicable. The Operator shall ensure customers are kept informed of the situation in accordance with the agreed Emergency Action Plan (see 3.2.10). The Operator needs to report any closure/ problems of the Active Communities programme with the appropriate funders, in line with specific grant conditions.
- 3.2.10 The Operator shall have an Emergency Action Plan that is reviewed annually. The Minimum Opening Hours shall be reviewed by the parties on an annual basis as set out below. Any decision to amend these times shall take account of throughput trends for the Facilities or bespoke usage patterns.
- 3.2.11 The Operator is advised that variations to the specified opening hours may occur in times of national or local emergency. The Facilities may be designated as an emergency

rest centre. Should such a situation arise, the services may be temporarily suspended during the period of the emergency, by notification through the Authority's Chief Executive or Authorised Officer. The Operator's staff would be expected to assist with the setup of any Facility as a rest centre and provide further assistance in any way for which they are qualified during the emergency.

3.2.12 The Operator shall be required to close all or part of the Facilities for special events up to a maximum of twice a year.

Reporting Requirements

- 3.2.13 The Operator may submit proposals to the Authority for any changes to the Minimum Opening Hours for the Facilities annually and no later than 3 months prior to implementation the following Contract Year for approval.
- 3.2.14 The Operator shall maintain a daily log of hours that the relevant Facility or area within it is not open and submit details of any performance failures, closures or service limitations during the Minimum Opening Hours, setting out the details of the closure, the reasons for such closure and any remedial action taken by the Operator as part of the Quarterly Performance Report.
- 3.2.15 Any unplanned closure should be reported to the Authority in accordance with 3.2.9.

3.3 Access

Overall Requirement

3.3.1 Facilities and services that are fully accessible by all Customers during the Minimum Opening Hours as detailed in Appendix 2 of this Services Specification.

- 3.3.2 The Operator shall ensure that the Facilities including entrances and exits, café / catering / vending areas, toilets, changing and shower facilities, drop off points, spectator and viewing areas, activity areas, courts, buildings, doorways, halls, lobbies, reception areas, loading bays, corridors, lifts, access roads and car parks are open and free from any obstruction or physical destruction or deterioration (save for fair wear and tear). Each Facility must be capable of performing its function and allow access and egress with appropriate controls.
- 3.3.3 The Facilities and services should be accessible for people with disabilities as per the Equality Act 2010. This should include access and egress in fire/emergencies, suitable evacuation routes and muster points. Specifically:
 - Accessible facilities; physical access and accessible service provision
 - Inclusive Fitness Initiative (IFI) accredited fitness equipment capable of providing a full body workout (cardiovascular and strength based, upper and lower body) for customers with a wide range of impairments and conditions
 - Workforce development; customer service training for all staff and adaptive
 exercise programming for fitness instructors / sports coaches, management /
 leadership, good practice and specialist area training (e.g., inclusive
 communications, access auditing etc.)

- Inclusive and accessible marketing and communication available in different formats
- Partnership development within the local community
- Accessible sport and social activities
- Appropriate policies and procedures
- Wide and varied activity and programming offer.
- 3.3.4 The Operator shall ensure that the Facilities and storage spaces within them are accessible by authorised customers, to include the following:
 - Secure multi-activity stores
 - Storage lockers accessible from all changing cubicles, accessible cubicles and changing rooms, ideally will large, clear and tactile number and be located at a range of heights with 'oversized' lockers for disabled people to store equipment e.g., their prosthetic whilst swimming
 - Secure storage for sporting equipment.
- 3.3.5 The Operator shall ensure that there is prompt access to the facilities at all times the Facilities are open to the public. Reception staffing levels and access control procedures at times of peak demand shall be such that customers are able to gain access without unreasonable delay.
- 3.3.6 The Operator shall ensure that all signage directing customers to and within the Facilities is clear and instructive and complies with the Equality Act 2010 and any relevant planning restrictions and should ideally comply with Sport England's Wayfinding and Signage Design Guidance Note (2013) https://www.sportengland.org/media/4426/wayfinding-and-signage-2013.pdf

Reporting Requirements

3.3.7 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

3.4 Customer Experience

Overall Requirement

3.4.1 A consistently high level of customer care that ensures all customers receive a high quality and enjoyable experience where inclusion in its widest sense is the norm. The level of customer care shall reflect good industry practice and provide a level of customer service that will facilitate achievement of the Authority's Strategic Objectives and contribute to wider local Strategic Outcomes.

Performance Standards

ICT, Website and Bookings

3.4.2 The Operator shall implement and maintain a website and booking system for the Facilities and Active Communities Programme that is accessible, flexible, innovative and meets the needs of all users (including those with a visual impairment, cognitive disability and hearing disability) in order to optimise access to information and

- maximise participation. This should comply with the Equality Act (2010) https://www.gov.uk/guidance/equality-act-2010-guidance.
- 3.4.3 The website shall maintain links to and from the Authority's website. The website and booking system shall incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, customer information, effective administration and operational information systems to record and effectively deliver all bookings. The system should support the development of deeper, more value-added relationships with users to enable better personalisation of services and promoted activities to support their lifestyle changes and behaviours.
- 3.4.4 The system shall enable users to easily access and navigate the range of services available, enable bookings to be made in person, by phone, in writing and online (including via smartphone apps) in accordance with e-government for both members and non-members. Bookings should incorporate a 'fast track' service where possible for high volume, peak time activities.
- 3.4.5 The system should enable better personalisation of services and promoted activities to support their lifestyle changes and behaviours.
- 3.4.6 The Operator shall ensure that an online booking system is provided including smartphone Apps with equivalent functionality to the website.
- 3.4.7 The Operator will provide the necessary hardware and software equipment to sustain a website and computerised booking facility, which will be used to manage online bookings, bookings and to provide reports broken down by categories of user (the format to be agreed by the Authorised Officer).
- 3.4.8 The Operator will be responsible for all maintenance costs relating to the website and computerised booking system, including the replacement of hardware, consumable items and software licenses.
- 3.4.9 The Operator must provide appropriate advanced booking facilities to users, potentially including additional booking privileges to subscription members and clubs/organisations who wish to make a regular booking. The Operator's advanced booking proposals are subject to the Authority's formal approval.
- 3.4.10 The Operator must give priority to existing clubs and organisations who wish to make further regular bookings at the end of their existing period.
- 3.4.11 The Operator must provide an advance/priority booking facility for schools/colleges curriculum swimming and water safety lessons during normal school term time. Where conflicts arise, the Operator must prioritise bookings from public/state schools over bookings from private schools.
- 3.4.12 The Operator must as far as practicably possible, allow for casual use at all times. At times of no casual use being available, the Operator must give advance warning to

- users of the Facility. This includes any non-availability of facilities as a result of regular bookings or events.
- 3.4.13 The Operator must acknowledge and indicate acceptance or otherwise, in writing, for all applications for regular bookings, functions or events within four weeks of receipt of an application.
- 3.4.14 The Operator must accept any form of legal tender, in sterling, cheques, and debit cards and / or credit card or any other credible alternative provided for payment and will issue a receipt for all payments accepted.
- 3.4.15 The Operator will be required to formulate a booking application form, which will include reference to the above conditions of hire available both in hard copy and electronically.
- 3.4.16 All bookings are inclusive of rigging and derigging time for equipment relating to that particular facility / activity. The Operator should ensure that customers are aware of this arrangement and that the Operator adheres to it, without adversely affecting the service.

Customer Services Policy and Complaints

- 3.4.17 The Operator shall provide a comprehensive and inclusive customer service policy that ensures that customers, partners and visitors are dealt with promptly, effectively and courteously at all times. This includes clear response times for all customer enquiries and complaints.
- 3.4.18 The Operator shall ensure that the customer service policy at least complies with the Authority's corporate complaints policy, including a commitment to respond to all complaints within 20 working days.
- 3.4.19 The Operator shall operate and administer a comprehensive and effective customer comments and feedback system, to encourage feedback and record verbal and written comments. This should include the use of customer forums and 'meet the management' sessions. This shall apply to all customer groups covering sporting and nonsporting use. The Operator must also record its response to complaints and comments.
- 3.4.20 The Operator shall carry out a range of innovative and robust monitoring evaluation and reporting activities to demonstrate:
 - Customer satisfaction from a representative sample covering all aspects of the service
 - Comparative performance through a recognised benchmarking approach e.g.,
 Sport England National Benchmarking Service (NBS)
 - An understanding of changes to the communities' needs, based also on local data and evidence provided by the Authority and partners, reflected in the programming of facilities and services.

- 3.4.21 The Operator shall ensure a smart appearance by all staff at all times, with appropriate uniform and name badges being worn.
- 3.4.22 The Operator shall ensure that staffing levels are appropriate to meet the demands of the activity/usage patterns at each Facility and Active Communities programme to ensure high standards of customer service.
- 3.4.23 The Operator shall formally display in public areas and online results from internal and external monitoring visits, Customer Forums, customer comments/complaints and responses, reports, surveys and other customer care activities. This shall include what action has been taken as a result customer engagement.
- 3.4.24 The Operator shall provide training in customer experience as part of its new staff induction and on-going refresher training.
- 3.4.25 The Operator shall keep notice and display boards updated at all times.
- 3.4.26 The Operator shall provide at all times information to the public on the availability of courses, activities and events delivered and/or hosted by the Operator and the Authority through a variety of channels to meet the needs of target populations and communities.
- 3.4.27 The Operator shall ensure that any out-of-order equipment is clearly labelled accordingly within 15 minutes and information provided as to who reported and when, the estimated timescale for repair, and when it will be back in use.
- 3.4.28 The Operator shall operate an effective system for dealing with lost and found property.

Reporting Requirements

3.4.29 The Operator shall provide a report to the Authority on a quarterly basis detailing all complaints and action taken. The Operator shall ensure that a summary of this report

- and details of any failure to maintain the required Overall Requirement set out above are included within the Quarterly Performance Report.
- 3.4.30 The Operator shall ensure that an annual report detailing the outcomes of the customer feedback system is submitted to the Authority including on-going collection of customer satisfaction information.
- 3.4.31 The Operator will collect on-going information on customer experience.
- 3.4.32 The Operator shall submit details of any failure to implement the required website and booking system as part of the Quarterly Performance Report.
- 3.4.33 The Operator shall comply with and shall provide details of its compliance with Payment Card Industry Data Security Standard (PCI DSS) for credit and debit card payment handling.
- 3.4.34 The Operator shall provide monitoring data on sources of bookings (e.g., in person, online, via a smart app etc) as part of the Quarterly Performance Report.

3.5 Programming for All

Overall Requirement

3.5.1 A dynamic, innovative, inclusive and responsive programme of activities provided at the Facilities and through the Active Communities (Sports Development and Physical Activity Outreach) programme that meets the needs of all sections of the community, promotes behaviour change and ensures the delivery of the Authority's Strategic Objectives.

- 3.5.2 The Operator shall ensure a reasonable proportion of casual use and block bookings at the Facilities consistent with a balanced programme of use by the public, communities, inclusive and mainstream sport and recreation clubs, schools, and instructed development courses.
- 3.5.3 There must be a sustainable balanced and flexible Programme of Use to accommodate community and club activity and to contribute towards the Authority's Strategic Objectives and local Strategic Outcomes.
- 3.5.4 There shall be activities and sessions to meet the needs of specific customers in accordance with the agreed activity programme. The Programme of Use should be dynamic, innovative and responsive to the requirements of Customers, including frequent or seasonal variations and should seek to target non-users as appropriate. The programmes should consider the various types of customer and use to ensure that they are balanced. The Programme of Use shall meet the needs of specific customers by offering activities and opportunities that are culturally sensitive and relevant to

- diverse communities across age, gender, religion, race, sexual orientation and disability.
- 3.5.5 The Operator shall provide the activities and sessions to meet the needs of specific customers in accordance with the agreed Programme of Use and Annual Service Plan.
- 3.5.6 The Operator shall honour existing Programmes of Use at each of the Facilities for at least the first six months following the Commencement Date.
- 3.5.7 The Operator shall submit the proposed revised Programme of Use to the Local Authority for approval within three months of the Commencement Date.
- 3.5.8 The Operator shall submit a subsequent proposed Programme of Use to the Local Authority three months prior to the start of each new contract year.
- 3.5.9 The Programme of Use should consider the following:
 - The need to offer a wide-ranging and diverse programme of activities designed to
 encourage greater levels of community participation across all relevant local social
 and cultural groups with a particular focus on increasing participation from
 members of the community with specific health needs (including unpaid carers)
 and using group activity to improve retention;
 - Provision of a wide range of recreational opportunities to all Authority residents, including a balanced programme of pre-paid courses, classes, pay-as-you play sessions, club and school block bookings, casual usage and where applicable, special events;
 - Where relevant, dual-use arrangements with education partners;
 - Proactively supporting local, regional and national talent pathways through clubs affiliated to National Governing Bodies, where relevant, including supporting the Free Access for National Sports people (FANS) programme;
 - A management philosophy that encourages participation and engagement with all sections of the community;
 - A regular and planned review of the programme of activities that considers the results of customer and non-user research;
 - Bespoke programming for school holiday periods and after-school sessions;
 - Responsiveness to recreational trends to provide a dynamic and forward-looking service;
 - Setting and reviewing programme objectives on at least an annual basis;
 - Having a promotional strategy in place that keeps Customers informed of the programme and any planned changes;
 - Outreach activities;
 - Making optimum use of all available resources and facilities;
 - Monitoring usage levels;
 - Contributing towards the Authority's Strategic Objectives and local Strategic Outcomes.
- 3.5.10 The Operator should be familiar with and apply insight and knowledge from the latest research into swimming participation such as Swim England's Three Frontiers Toolkit.

- This insight should be used to programme swimming facilities to meet the needs of the local community whilst maximising usage.
- 3.5.11 The Operator shall ensure that the Programmes of Use across the Facilities complement each other and provide an appropriate balance of activities.
- 3.5.12 The Operator shall review the effectiveness of the Programme of Use on a regular basis, but in any event, as a minimum every 12 months using market information and through consultation with relevant customers.
- 3.5.13 The Operator shall ensure that any future Programme of Use will continue to support the established arrangements with identified clubs and enable these to be expanded to meet demand where possible.
- 3.5.14 The Operator must be able through its ICT system to demonstrate the extent to which its programme is engaging with the community and specific hard to reach groups.
- 3.5.15 The Operator must understand and comply with the terms of the General Use Agreement between South London Swimming Club and the Authority in respect of the Club's use of Tooting Bec Lido. Details of this Agreement are provided in Appendix 11.

Special Events and Protected Bookings

- 3.5.16 As at the Commencement Date, there are a number of pre-booked events, functions and other hire arrangements. The Operator shall honour the dates and details of these bookings, including the terms and conditions prevailing at the time of booking. The income for these will go to the Operator as part of the contract handover reconciliation.
- 3.5.17 A list of protected bookings has been provided in Appendix 3. All existing hire slots at the Facilities will be honoured unless it is clear that hirers do not intend to re-book.
- 3.5.18 The Operator will be required to provide operational support for special events as required. This will include event supervision, cleaning, building security, equipment rigging and de-rigging and engineer support as required.
- 3.5.19 For all special events, the Operator must give adequate notice to customers, in an appropriate format to minimise any inconvenience. Where possible, alternative provision will be identified.
- 3.5.20 The Programme of Use must be designed to ensure that regular activities are not unduly disrupted by special event use. Any event requiring use of a facility, which precludes community use, or curriculum use for two or more consecutive days requires the written permission of the Authorised Officer.

Non – Sporting Events

3.5.21 Facilities within the leisure centres may be used by the Operator to provide a varied and balanced programme of non-sporting events providing that the proposed activity is not of a sensitive nature, is not an activity that might damage the Facility, its fixtures or equipment or detract from the image of the Authority. The Operator is responsible for gaining permission from the Authority and gaining all necessary licenses or permissions for the events or activities. The Authority should be informed at the time of booking of any such proposed event, reserves the right to cancel any

- such proposed event and will accept no responsibility for any loss incurred as a consequence of such a cancellation
- 3.5.22 The Authority reserves the right to reject a booking from organisations with a political affiliation, those are that are linked to pressure groups / lobbying groups whose association, whether direct or indirect with the Authority could result in reputational damage. If there is any doubt, the Operator should refer this to the Authority for approval.
- 3.5.23 The Authority reserves the right to make use of the Facilities as a Polling Station and / or Count Centre as required for Parliamentary, European, Local Government or other Elections or By-Elections or Referenda. The Authority also reserves the right to make use of the facilities in the event of an emergency. The Authority shall endeavour to give the Operator reasonable notice of such matters and the Operator shall ensure that all facilities requested by the Authority are available for the purposes referred to in this condition.

Reporting Requirements

- 3.5.24 The Operator shall submit a Programme of Use for each Facility within three months of the Commencement Date and, annually thereafter, for the duration of the contract for the Authority's approval and the Operator's implementation the following contract year.
- 3.5.25 A Programme of Use Progress Update must be supplied to the Authority as part of the Quarterly Performance Report.
- 3.5.26 The Operator shall submit details of any failure to honour any events, functions and hire arrangements that are pre-booked at the commencement of this Contract as part of the Quarterly Performance Report.
- 3.5.27 The Operator shall maintain a record concerning actual use of all of the Facilities and activities and shall submit details of the outcome of programming reviews, activity usage, and of any failure to meet the specified Performance Standards, as part of the Quarterly Performance Report.

3.6 Pricing

Overall Requirement

3.6.1 A pricing scheme that is consistent and aligned to local market rates ensuring that all sections of the community are able to access the Facilities and Active Communities Programme. The pricing scheme should be designed in a way that best meets the Authority's Strategic Objectives and contributes towards its local Strategic Outcomes.

- 3.6.2 The current pricing for the Facilities is set out in Appendix 5 Fees & Charges.
- 3.6.3 The Operator shall implement a pricing structure which reflects the following three tiers:
 - Concessionary Prices, as set out in Appendix 5:
 - No changes to any of these prices (including inflationary increases)

are permitted without prior agreement from the Authority;

- Core Prices (i.e. all prices other than Concessionary Prices and Market Prices):
 - Prices can be increased by a maximum of inflation each year, unless agreed otherwise with the Authority;
- Market Prices, as set out in Appendix 5;
 - Prices can be increased by inflation each year and the Authority will consider alternative proposals from the Operator, including proposals for above-inflation increases where an appropriate business case is provided.
- 3.6.4 The marketing of the Concessionary Prices must be integrated into the proposed branding to avoid stigmatising or differentiating eligible customers.
- 3.6.5 The Concessionary Prices shall be made available during all opening hours except where otherwise indicated.
- 3.6.6 The Concessionary Prices should be offered in a way that allows data to be captured on user demographics (e.g., age, ethnicity, area of residence) and visit behaviour (e.g., record of visits broken down by type of activity).
- 3.6.7 The Operator's Pricing Policy shall promote the principles of equality of access and sustainability. Usage and attendance by all sections of the wider and local community shall be encouraged through the Operator's Pricing Policy to support delivery of the Authority's Strategic Objectives.
- 3.6.8 The Operator shall offer a range of membership and payment options including direct debit, annual payments, course payments and pay as you go.
- 3.6.9 No charges shall be collected by the Operator in respect of services extending beyond the contract period other than those authorised by the Authority during the last year of the Contract period.
- 3.6.10 The Operator must ensure that all current fees and charges are displayed prominently in the reception area of the Facilities and on the centre websites and as appropriate within the Facilities.
- 3.6.11 The Operator shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

Reporting Requirements

- 3.6.12 The Operator must provide proposals for pricing annually to the Authority no later than three months prior to the start of each Contract year. Additional variations can be made with written agreement between both parties.
- 3.6.13 The Operator must submit details of any failure to achieve the required Performance Standards as set out above, as part of the Quarterly Performance Report.

3.7 Staffing and Skills Development

Overall Requirement

3.7.1 Sufficient and suitably qualified staff to provide the services required in this Services Specification, to comply with legislation and industry guidance and to best meet the Authority's Strategic Objectives and contribute towards its wider local Strategic Outcomes.

- 3.7.2 The Operator should have a recognised industry continued professional development programme such as that provided by the Chartered Institute for the Management of Sport & Physical Activity (CIMSPA). It shall implement a scheme for the continued assessment and development of staff. The Operator shall therefore ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The Operator shall ensure that this is appraised at least annually.
- 3.7.3 The Facilities and Active Communities programmes shall have a sufficient number of suitably qualified staff to provide the services required by this Specification and to meet all relevant legislation and industry guidance.
- 3.7.4 The Operator is required to provide dedicated resource amounting to at least one full-time equivalent member of staff in respect of the Active Communities programme.
- 3.7.5 The Operator is required to have sufficient suitably qualified competent staff within the building during all opening hours to comply with the agreed Emergency Action Plan.
- 3.7.6 The Operator is required to have qualified personnel head office HR support (for example Chartered Institute of Personnel and Development).
- 3.7.7 The Operator is required to have a comprehensive set of supporting policies including disciplinary, safeguarding, training, induction processes etc. in accordance with industry best practice.
- 3.7.8 The Operator must ensure that TUPE is fully complied with and that the transfer of staff is handled smoothly and sensitively without any disruption to the service. This includes any self-employed staff working in the service. Staff employed, licensed, or permitted to offer personal training services or to deliver coached activities and courses must be qualified to the appropriate level according to the Governing Body for the sport/activity or recognised training provider such as CIMSPA and in line with any required legislation. The Operator shall ensure that, as a minimum, staffing levels are appropriate to the size of the Facilities and those activities are delivered by suitably trained personnel.
- 3.7.9 The Operator must ensure that all of its staff and all staff of subcontractors delivering any element of the services are paid at least in accordance with the prevailing London Living Wage.
- 3.7.10 The Operator should aim to employ staff that are representative of the demographic profile of Wandsworth and shall undertake annual workforce monitoring to measure

- this. Reports from such monitoring shall be provided to the Authority on an annual basis.
- 3.7.11 The Operator shall employ sufficient qualified and experienced staff to ensure a high standard of service and customer care at all times. Accordingly, it will be necessary for the Operator to employ sufficient reserves of staff to provide these high standards in times of sickness, leave, training and other absence from work.
- 3.7.12 The Operator shall keep available and maintain an emergency maintenance back up, qualified to the level of Technical Assistant, with a response time of not more than one hour, for response to any failure of equipment / plant under the Operator's responsibility at all times. A continuous back up available to provide telephone solutions on request, must also be provided.
- 3.7.13 The Operator will ensure that all coaches and deliverers used meet the minimum standards set out by National Governing Bodies and all qualifications are checked prior to delivery commencing. Any sub-contracted deliverers of activities should be bound by a Service Level Agreement between the Operator and the deliverer to ensure the same standards as set out in this Services Specification and that when required, replacement sports coaches can be found by the deliverer to ensure programmes can continue as planned.
- 3.7.14 The Operator must make available for inspection copies of certificates for coaches, instructors, leaders. to the Authorised Officer upon request.
- 3.7.15 The Operator shall employ staff suitably trained in order to conduct induction training courses for Customers on all exercise equipment in the fitness suite.
- 3.7.16 The Operator shall also employ suitably qualified staff for School Holiday Programmes and the Active Communities Programme in accordance with relevant legislation.
- 3.7.17 The Operator shall only employ staff that are registered on CIMSPA's Exercise and Fitness career stream or Register of Exercise Professionals or equivalent subsequent industry standard. The Operator shall ensure that any transferring staff that are not registered are registered within three months of the commencement date.
- 3.7.18 The Operator shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment legislation.
- 3.7.19 The Operator must meet the Disclosure and Barring Scheme requirements adopted by the Authority as outlined in 3.8 below in relation to all staff employed in relation to the provision of Services including any third-party club and coach or self-employed staff.
- 3.7.20 The Operator shall ensure compliance, where relevant, with the local OFSTED registration requirements, the relevant Local Authority Social Services Department, meeting the standards outlined in National Standards for under 8's Day Care and Childminding as set out in The Children Act.
- 3.7.21 The Operator shall be entirely responsible for the employment and conditions of service of its employees.
- 3.7.22 The Operator shall be solely responsible for the employment and dismissal of all staff employed at the Facilities and through the Active Communities Programme, including all payments which may arise under the Employment Protection (Consolidation) Act

1978 and any amendments thereto. The Operator shall at all times be fully responsible for the payments of all salaries, wages, taxes, National Insurance contributions, or levies arising out of employment.

- 3.7.23 The Operator will be fully responsible for all training of staff employed and shall ensure that sufficient, regular training is undertaken to:
 - Provide a high-quality service
 - Ensure that all employees and volunteers, providing supervision of activities undertake an induction course which includes ensuring a full working knowledge of Normal Operating Procedures and the Emergency Action Plan. Ensure fitness and awareness to perform all duties required in an efficient and prompt manner
 - Ensure all staff receive regular awareness training in customer care, health and safety, equality and diversity, safeguarding etc. and the special needs of target user groups
 - All staff (including casual staff) to be used by the Operator, at any time, for
 poolside responsibilities must be qualified to the minimum standards laid down
 by the Royal Life Saving Society.
- 3.7.24 The Operator shall maintain detailed training records to include attendance at training sessions.
- 3.7.25 The Operator shall offer apprenticeships, placements and volunteer opportunities to local residents and shall ensure that there are a number of apprentices employed in the Facilities and/or Active Communities programme at all times for the duration of the Contract. he Operator must specifically seek to offer free and subsidised opportunities to care-experienced young people.
- 3.7.26 The Operator must carry out an annual staff satisfaction survey and share the results with the Authority.
- 3.7.27 The Operator shall ensure that appropriately qualified persons or sub-contractor companies carry out all maintenance works.
- 3.7.28 The Operator shall ensure that user data developed and shared through Open Data Institute standards can be analysed by trained staff and reported on to support the Operator and the Authority in determining the effectiveness of programming and interventions.
- 3.7.29 The Operator shall ensure that specialist staff can provide the analysis and insight to support the development of a programme to reflect the Authority's Strategic Objectives and contribute towards its local Strategic Outcomes.
- 3.7.30 The Operator shall, on request, provide a list of named staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.
- 3.7.31 The Operator shall appoint an overall contract manager to be its Operator Representative. The Operator's Representative shall consult with the Authority as often as may reasonably be necessary for the efficient provision of the Services and

- shall attend meetings on a regular basis. The contract manager should be contactable by the Authority outside of office hours.
- 3.7.32 The Operator shall submit written Codes of Conduct for both customers and staff to be approved by an Authorised Officer by Contract commencement.
- 3.7.33 The Operator's staff should not conduct or present themselves in any way that, in the opinion of an Authorised Officer, is detrimental to the image or reputation of the Authority, or which would not uphold the professionalism of the service.
- 3.7.34 No views should be expressed by the Operator's staff, which could appear to represent the Authority's view of particular issues or policies. Enquiries on such matters which are received from the press must be referred to the Authorised Officer to reply on the Authority's behalf.

- 3.7.35 The Operator shall include in the Annual Service Report to the Authority information on the extent to which the workforce is representative of the local demographic profile.
- 3.7.36 The Operator shall submit details of any failure to maintain the Overall Requirements set out above as part of the Quarterly Performance Report.

3.8 Safeguarding

Overall Requirement

3.8.1 All activities and programmes involving young people and vulnerable persons are carried out adhering to legal and best practice safeguarding standards.

- 3.8.2 All staff delivering services to or in contact with children and young people and adults at risk must have a Disclosure and Barring Service (DBS) check in line with DBS guidelines. The Operator will be responsible for all costs relating to DBS checks.
- 3.8.3 The Operator must establish and maintain safeguarding policies and procedures which comply with all relevant legislation and statutory guidance and take into account the Authority's own procedures. Further details of these procedures can be found at https://www.wscp.org.uk/, and https://www.sabrichmondandwandsworth.org.uk/policies-procedures-and-resources/multi-agency-professional-resources/ and https://www.sabrichmondandwandsworth.org.uk/media/1351/safeguarding_london_multi_agency_policy_and_procedures.pdf.
- 3.8.4 The Operator will be required to submit their safeguarding policy and procedures for review before the commencement of the Contract, whenever the policy or procedures

- are amended and whenever deemed necessary by the Authority during the Contract term.
- 3.8.5 All new staff are required to undergo safeguarding training prior to commencing work within the Facilities or the Active Communities Programme.
- 3.8.6 The provider will also ensure their staff access multiagency safeguarding training opportunities available online.
- 3.8.7 Existing staff are required to have refresher training on safeguarding as a minimum annually or when there are significant changes to legislation or the Authority's safeguarding policies.

3.8.8 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

3.9 Equalities

Overall Requirement

3.9.1 The services provided adopt a holistic and inclusive approach to equality of access and participation for all users, regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

- 3.9.2 The Operator shall employ sufficient staff, coaches and instructors currently qualified to promote and foster an inclusive approach to the provision of services with appropriate equality and diversity training, disability inclusion training and specialist training for staff delivering instruction or classes.
- 3.9.3 All new staff are required to undergo equality and diversity training and disability inclusion training prior to commencing work within the Facilities or the Active

- Communities Programme. This should also include all head office staff that visit public facing areas, and specialist contractors involved in the delivery of services.
- 3.9.4 All staff delivering services are required to undergo regular (at least once every two years) recognised equality and diversity training and disability inclusion training.
- 3.9.5 The Operator will be required to submit their Equalities Policy for review before the commencement of the Contract, whenever the policy is amended and whenever deemed necessary by the Authority during the Contract term.
- 3.9.6 The Operator shall be required to undertake equalities monitoring of its staff and of users of the services, at least annually and in accordance with all relevant data protection legislation.
- 3.9.7 The Operator should where appropriate implement guidance on equalities provided by relevant National Governing Bodies.

- 3.9.8 The Operator shall submit to the Authority a breakdown of equalities information relating to staff employed and users of the services within the Annual Service Report.
- 3.9.9 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

3.10 Cleaning and Housekeeping

Overall Requirement

3.10.1 Facilities that are maintained to a high level of cleanliness so as to provide a healthy, high quality and safe environment for all customers, allowing for efficient and effective operational use of the Facilities and promoting a positive image of the Facilities at all times.

- 3.10.2 The Operator shall provide cleaning services in the Facilities as required over the Contract period to meet the overall requirement described in 3.10.1.
- 3.10.3 The Operator shall be aware, and factor into its Cleaning Schedule, that some cleaning requirements may, of necessity, require to be undertaken outside the public opening hours or need to be more intensive when events dictate e.g., on open days/special events.
- 3.10.4 The Operator will ensure that cleaning schedules are designed to meet cleaning requirements during peak periods.
- 3.10.5 The Operator shall ensure that the Facilities are consistently maintained to the standard of cleanliness set out above. The Operator shall determine the precise nature

- of cleaning required in each centre depending upon the design, interior fitment and decoration of the building and usage level.
- 3.10.6 The Operator shall determine the cleaning frequency for each area within the Facilities.
- 3.10.7 The Operator shall be responsible for litter picking the car parks at the Facilities.
- 3.10.8 The following standards are required to be met by the Operator:

a) Routine Cleaning

 The Operator shall carry out routine (planned) cleaning at times that causes minimal or no disruption to the use of the areas being cleaned. The Operator shall supplement routine cleaning with continuous and spot cleaning to achieve a consistently high quality of cleanliness / finish at all times. The Operator shall carry out other non-routine cleaning in order to achieve the required Overall Requirement.

b) Reactive Cleaning

- The Operator shall provide non-routine (reactive) spot cleaning requirements on a continual basis as required in all the facilities. They shall ensure that the Facility is comprehensively monitored for non-routine cleaning and this cleaning is undertaken as and when necessary and in accordance with the agreed procedures for reactive cleaning as set out in the Operator's Quality Management System.
- The Operator shall ensure that all cleaning materials and equipment are appropriate for the job required and are used in accordance with the manufacturer's instructions, British Standards and relevant health and safety requirements.

c) Deep and High-Level Cleaning

 The Operator shall develop a robust schedule of 'deep and high-level cleaning' to maintain the required standards of cleanliness. This should include high level cleaning and deep cleaning of Facilities both internally and externally. 3.10.9 If, in the opinion of the Authorised Officer, standards of cleanliness or hygiene fall below an acceptable level, the Operator shall be required to rectify this as soon as practicable.

Reporting Requirements

3.10.10 As part of the on-going capture of customer satisfaction, the Operator will provide robust information on customer satisfaction with the cleanliness of each of the Facilities.

3.11 Food and Beverages

Overall Requirement

- 3.11.1 A high quality, value for money, food and beverage service that offers a range of appetising and nutritious food and drink to customers including a full range of healthy food options.
- 3.11.2 A food and beverage offer that is in line with the Healthier Catering Commitment for London.
- 3.11.3 Provision of a very limited range of foods that are high in salt, sugar and saturated fats.
- 3.11.4 Clear guidance using a traffic light system (or similar) on the relative levels of salt, sugar and saturated fat in all food items.

- 3.11.5 The Operator shall ensure that as a minimum, the existing catering and vending areas provided at each Facility continue to be provided, unless otherwise agreed with the Authority.
- 3.11.6 The catering activities which shall be undertaken by the Operator include but are not limited to:
 - Compiling a nutritionally well-balanced menu to primarily feature healthy food and drink and ability to cater for special dietary requirements;
 - Offering a range of meals, snacks and beverages which address the needs of all
 user groups, reflecting current trends with daily specials and seasonal variations;
 - Ensuring that all menus are reviewed on at least an annual basis;
 - Providing a counter service of food and beverages;
 - Providing a catering service for children's parties including healthy party food options at no additional cost;
 - Providing vending machines offering a wide range of hot and cold drinks and light snacks / limited selection of confectionary and healthy food and drink options.
- 3.11.7 The Operator shall provide a comprehensive food and drink selection that caters for different groups of customers as well as different dietary requirements including provision for:
 - Community, club, disability and school customers;
 - Commercial customers such as conference delegates;
 - Staff members and volunteers;

- Group/ individual visitors and spectators;
- Vegetarians, vegans and persons with particular dietary needs e.g., gluten-free;
- Diverse cultural and religious background of customers;
- Customers at special functions such as events, celebrations etc..
- 3.11.8 The Operator shall obtain and / or renew licences as necessary for the provision of the food and beverage services.
- 3.11.9 The Operator may sub-contract food and beverage services including vending. All such proposed subcontractors are subject to the Authority's approval.
- 3.11.10 The Operator shall ensure that a healthy, balanced menu is offered that is updated frequently. The Operator shall ensure that the marketing associated with the catering facilities focuses on and promotes healthy eating options and links to local healthy eating campaigns and key health messages identified through Public Health agencies.
- 3.11.11 The Operator shall promote and develop healthy food and beverage products by:
 - linking calorific intake to activity levels for a balanced lifestyle with clear labelling;
 - ensuring food and beverage offers are based around healthy options and choices, using this as an opportunity to educate and promote the benefits of healthy eating to our customers and the general public; and
 - promoting a new attitude towards healthy eating with a responsible approach to educating customers.
- 3.11.12 The Operator must adhere to other policies regarding appropriate places for consumption (away from activity areas) and sale of inappropriate products such as chewing gum.
- 3.11.13 The Operator must comply with EC Reg 852/2004 and the Food Safety Act 1990 and associated regulations such as the Food Safety and Hygiene (England) Regulation 2013.
- 3.11.14 The Operator shall ensure that all food handlers are qualified to Level 2 Food Safety & Hygiene for Catering and have regular training in food hygiene.
- 3.11.15 The Operator shall ensure that trays, litter and other debris shall be cleared away and tables wiped periodically to provide a tidy and clean environment at all times.
- 3.11.16 The Operator shall ensure that as a minimum the catering services shall be subject to an annual hygiene inspection (if requested) by the Authority's Environmental Health team.
- 3.11.17 The Operator shall ensure that catering service satisfaction is measured as part of the on-going collection of customer feedback. The Operator shall ensure that the catering equipment, crockery and eating utensils are maintained in a clean, functional and hygienic condition, in compliance with all applicable health and safety regulations.
- 3.11.18 The Operator shall ensure that the provision of the catering service complies in all respects with relevant health and safety regulations. The Operator shall ensure that

- appropriate safe methods of work i.e., risk assessments are in place and all staff shall have access to relevant information relating to health and safety and risk assessments.
- 3.11.19 The Operator shall ensure that all accidents and near misses are recorded in accordance with health and safety regulations and its own procedures and in accordance with 3.14 Health and Safety Management.
- 3.11.20 The Operator shall, wherever possible, make use of locally sourced produce and suppliers to contribute to the local economy and improve sustainability.

3.11.21 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

3.12 Marketing, Research and Communication

Overall Requirement

3.12.1 An approach to Marketing, Research and Communication that promotes the Facilities and the Active Communities programme in a way that best meets the Authority's Strategic Objectives and contributes towards local Strategic Outcomes.

- 3.12.2 The Operator shall be required to market and promote the services by means of the complete range of marketing communications at their disposal.
- 3.12.3 The Operator shall develop a Marketing Plan for the Facilities and the Active Communities programme to ensure that existing and potential Customers are made aware, through a wide range of channels, of the services being offered and are encouraged to use and re-use the services. This plan shall promote community services alongside 'commercial' activities.
- 3.12.4 The Operator shall carry out an ongoing programme of research that captures the needs and views of both service users and non-users.
- 3.12.5 The Marketing Plan shall identify the approach to Marketing to be undertaken by the Operator to attract and retain user resulting in increased physical activity participation, particularly amongst those from target groups that have been identified as less active or inactive.
- 3.12.6 The Operator is required to work with the Authority and its partners in the delivery of the services. This will include a requirement for the Operator to manage all display areas within the Facilities including those used for cross-venue selling, proactively requesting and updating material for inclusion.
- 3.12.7 The Operator will be responsible for monitoring the publicity material displayed by clubs and other hirers of the Facilities to ensure material adheres to the agreed branding hierarchy of Authority and Operator brands as set out by the Authority, is up

- to the standard agreed by the Authority and Operator, and that permission is requested by clubs and hirers in the first instance.
- 3.12.8 Branding is an important element of the services and there is a requirement to implement a modern approach to branding that is compatible and complimentary to the Authority's corporate image and Strategic Objectives.
- 3.12.9 The Operator will be required to install the necessary ICT capacity to enable it to use the latest relationship and digital marketing techniques including a website with booking and transactional capability, mobile phone apps, social media and targeted communications including email and texting.
- 3.12.10 The Operator will be required to install an ICT suite that can analyse their existing members and identify where inactive residents live within the local area to deliver targeted campaigns and outreach programmes to key priority groups e.g., BAME, inactive people.
- 3.12.11 The Operator will support London Sport through promoting their activities and supplying them with updates on the Operator's programmes.
- 3.12.12 The Operator must ensure that the service has strong branding which links to the Authority's Strategic Objectives and enhances the reputation of the Authority. This should incorporate the Facilities and the Active Communities programme.
- 3.12.13 The Operator shall develop, maintain and improve the standards and the quality of the presentation of the Services in order that all available and potential resources are used effectively.
- 3.12.14 The Operator shall ensure that the Marketing Plan is used as a key tool in promoting usage of and access to the Facilities and increasing commercial and brand awareness of the Facilities. The Operator shall ensure that the materials and channels produced for marketing should reflect the Authority's objective to raise the profile of the Facilities and increase participation in sport and physical activity.
- 3.12.15 The Operator should have a digital marketing platform that is used to communicate targeted messages to specific groups or localities.
- 3.12.16 The Operator shall ensure that the Marketing Plan is prepared in consultation with the Authority.
- 3.12.17 The Operator shall ensure that the Authority's name and logo appears and is of equal size and prominence as the Operator's logo on external signage, signage in reception areas and all promotional mediums including web sites and published material relating to the service.
- 3.12.18 The Operator must have a planned approach to relationship and digital marketing and carry out full evaluations of this including website hits, downloads, open email etc.
- 3.12.19 The Operator shall ensure that the names and photographs of the Operator's Representative, Facility Managers and other senior staff must be prominently displayed at all times, in a prominent location close to the entrance to the Facilities and in full view of customers.
- 3.12.20 Should the Operator wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing

- by the Authority, and in particular before the third party's name can be displayed in the Facilities.
- 3.12.21 The Operator shall ensure that at all times the service is open there is always digital and printed information available on the opening hours of the Facilities, services, activities and prices.
- 3.12.22 The Operator shall ensure that this information is also made available to all local Tourist Information Centres, other departments of the Authority, other sports facilities throughout Wandsworth, all public libraries and, where appropriate, to local clubs and organisations.
- 3.12.23 The Operator shall ensure that no publicity material or notices are produced or displayed in handwritten form.
- 3.12.24 The Operator shall ensure that all standards laid down by the Advertising Standards Authority and Trading Standards Board are adhered to at all times.
- 3.12.25 The Operator shall provide appropriate versions of published materials for people with protected characteristics as defined in the Equality Act 2010.
- 3.12.26 The Operator may, with the Authority's prior written approval in accordance with this Contract, sell a limited amount of advertising space within the Facilities. The Operator shall not negotiate any agreement with any third party beyond the Expiry Date of the Contract.
- 3.12.27 The Operator will promote joint programmes set up with partners and promote partner websites through web links at no charge to the partner.
- 3.12.28 The Authority reserves the right to make use of appropriate display space within the Facilities, free of charge, for promotional and publicity material.
- 3.12.29 The Operator shall, from time to time, be expected to support activities being run by the Authority and community partners either through cross-promotion or by being present at an event.
- 3.12.30 The Operator shall ensure that club/community activity notice boards are retained and clearly named, and that no information shall be displayed outside of the notice board area.
- 3.12.31 The Operator shall ensure that no publicity material whatsoever is affixed to walls, doors, glass or any surface with clear adhesive tape or adhesive putty.
- 3.12.32 The Operator may seek sponsorship for events and activities. The Authority reserves the right to veto any sponsorship, which could result in reputational risk / damage to the Authority.
- 3.12.33 The Operator shall ensure that no advertising/publicity material likely to cause offence to or mislead the public, or cause embarrassment to the Authority is used. The Authority retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the Operator shall remove such material

- immediately. The Authority accepts no responsibility for any loss incurred as a consequence of the removal of such material.
- 3.12.34 Any potential sponsorship the Operator may wish to enter into must be authorised by the Local Authority in writing.
- 3.12.35 The Operator shall adopt a partnership approach to external communications by submitting draft copies of any press releases or media statements to the Authority for approval prior to them being issued. The Authority shall be permitted to include a statement from its own officers or Elected Members as part of the communication if deemed relevant.
- 3.12.36 The Operator shall ensure that compliance with the Marketing Plan is assessed annually.
- 3.12.37 The Operator shall be responsible for dealing with commercial filming and photography requests. Any such requests are subject to the Authority's formal approval. The Operator shall receive any income collected and if the support of the Authority's film office is required then an administrative fee will be payable. If such requests would necessitate inconvenience to centre users and an interruption to the normal service the Operator should consider requests further to engagement with users and the Authority.
- 3.12.38 The Operator shall support an annual borough-wide awards event for participation and leadership in leisure, sports and physical activity. This will encourage participation by a wide range of clubs and community groups and will help to promote the work of the Operator, the Authority, the new Community Sports and Physical Activity Network and other partners in tackling inactivity.

- 3.12.39 The Operator shall ensure that a Marketing Plan is submitted to the Authority in accordance with the Meetings and Reporting requirements in this Specification.
- 3.12.40 The Operator shall ensure that a report on progress against the Marketing Plan and any failure to deliver the Overall Requirement set out above is submitted as part of the Quarterly Performance Report.

3.13 Data and ICT Management

Overall Requirement

3.13.1 The provision of a robust, innovative Information and Communications Technology (ICT) system which enables a high quality of customer service and can comprehensively record, track and report on customer profiles and visit behaviour. This will enable the Operator and Authority to effectively measure the Operator's performance in meeting

the Authority's Strategic Objectives and contribution towards wider local Strategic Outcomes through the performance indicators based on high quality data collection.

3.13.2 Contractual obligations are set out in the Contract, Schedule 19

- 3.13.3 The Operator shall ensure that fully functioning and efficient ICT systems are maintained throughout the services for the duration of the Contract.
- 3.13.4 The Operator shall be the data controller of customer and operational data required to deliver the Services. The Operator shall ensure that all of the data captured, including direct debit membership data and originator numbers, is done so in compliance with Data Protection Legislation. The Operator may be required to disclose raw data, which may include Personal Data as part of the reporting processes under the Contract. On termination or expiry of the Contract the Operator will be required to deliver up all customer and operational data required to deliver the Services to the Authority (or a replacement Operator) in such a manner as to enable continuous operation of the Services whilst complying with Data Protection Legislation.
- 3.13.5 The Operator must provide a web link for authorised Authority officers to have 'read only' access to customer and operational data within its ICT system. The data must be handed back in full to the Authority at the end of the Contract at no cost to the Authority and the Operator may not make copies or store the data for its own subsequent use.
- 3.13.6 Where data has been gathered as part of a grant funded programme it must be stored securely for a period of 6 years after the project has finished or longer if specified by grant conditions.
- 3.13.7 Opportunity data must be published openly in compliance with the OpenActive data standards. Opportunity data includes description and availability of classes, sports halls and pitches, courses and ticketing. All booking systems must be fully conformant with the OpenActive data standards.
- 3.13.8 The Operator is encouraged to participate in sector initiatives (such as Moving Communities, DataHub and Open Active) supporting the standardisation and processing of participation data to generate sector wide insight and valuable benchmarks that can be used to track performance and understand best practices for continuous improvement across all local authorities and Operators.
- 3.13.9 The Operator's ICT system must have, as a minimum, the following capability:
 - On-line bookings and payments, block bookings and Facility hire
 - A fully integrated swipe card membership system which allows authorised entry into designated areas regardless of where the membership was initially taken out by the customer (subject to membership status)
 - Usage and membership tracking enabling the Operator to track participation and collect the information required for the Key Performance Indicators. This also includes tracking usage of target groups and postcode analysis to enable tracking of participation by underrepresented groups and residents from priority areas
 - Real-time tracking of income and expenditure
 - On-line training and web performance
 - Data sharing protocols with partners

- Comprehensive database of customer groups accessible by authorised staff at all customer reception points
- Free WiFi access for customers at all facilities.
- 3.13.10 The Operator must ensure that all data is protected through appropriate security protocols and related legislation; in particular, The Data Protection Act (2018) which is the UK's implementation of the General Data Protection Regulation (GDPR). Additionally, the Operator must comply with General Data Protection Regulation (EU) 2018 and Freedom of Information Act (2000) and any subsequent legislation relating to the management and use of data. The Operator must ensure the safeguarding of customer data and that all staff with access to the data are appropriately screened as set out in the safeguarding policies of the Authority highlighted in Appendix 5.
- 3.13.11 The Operator shall ensure that its administration and finance systems are digitally based and compatible with the Authority's systems (e.g., Microsoft Office).

- 3.13.12 The Operator is required to make best use of its ICT systems to report on the Performance Indicators linked to the Authority's Strategic Objectives and contribution towards wider local Strategic Outcomes. This includes collecting real time data on participation and engagement with the service.
- 3.13.13 The Operator shall submit details of any failure to provide open data as part of the Quarterly Performance Report.
- 3.13.14 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.
- 3.13.15 Should the Authority wish to analyse any specific ICT reports, the Operator must produce the relevant report within seven business days from the initial request.

3.14 Health and Safety Management

Overall Requirement

- 3.14.1 Services that fully comply with all relevant Health and Safety legislation, guidance and recognised industry best practice.
- 3.14.2 Services that implement continuous improvement of Health and Safety management, capturing and implementing learning and good practice throughout the period of the Contract.
- 3.14.3 Provide a service that demonstrates keeping people acceptably safe, avoiding life changing injuries and compliance with health and safety legislation and guidance as a minimum standard of acceptable performance.
- 3.14.4 Provide a service which demonstrates improvement in the health, safety and welfare standards for people over the duration of the contract.
- 3.14.5 Implement and maintain a health and safety management system that conforms to the HS(G)65 or ISO 45001 model. External certification to ISO 45001 is not essential if this model is used.

- 3.14.6 The Operator shall comply with all relevant health, safety and welfare legislation including specifically the Health and Safety at Work etc. Act (1974).
- 3.14.7 The Operator must implement and maintain a health and safety management system that conforms to the HS(G)65 or ISO 45001 model.
- 3.14.8 The Operator must maintain a system that includes competent health and safety advice.
- 3.14.9 The Operator must provide one member of staff of sufficient authority and responsibility who will act as the "Appointed Person" for health and safety. This person must hold the NEBOSH National Certificate in Health and Safety or equivalent and must be written into policies and the job description. This job role will act as the contract coordinator for all matters relating to health and safety.
- 3.14.10 All health and safety documentation shall be available for inspection by the Authority or other authorised bodies/persons at any reasonable time.
- 3.14.11 The Operator shall have documented arrangements to review all new, updated and existing relevant guidance relating to the management of health and safety in sports and leisure facilities and services.
- 3.14.12 The Operator shall submit to the Authority a Health and Safety Policy including the following written documents upon contract start handover
 - Written policy on all appropriate safety training guidelines
 - Risk assessments for tasks and activities with significant risk
 - Codes of practice for safe work
- 3.14.13 And the following within the first three months of the contract period:
 - Written policy for staff in reporting / dealing with violence
 - Written policy on incidents and accidents
 - Evidence compliance with HSG 179
 - Codes of safe working practices
 - Risk Assessment Guidelines
 - Codes of Safe Working Practice.
- 3.14.14 All of the above documents shall be reviewed by the Operator regularly (normally annually) and when there is reason to believe improvements may be needed, e.g., following an incident, on the introduction of new legislation or working practices, and on the introduction of new equipment, plant or staff.
- 3.14.15 The Operator shall conduct review of the strategic risks of the organisation and operation and use this as the basis of the safety management system and for business planning. The strategic risk assessment shall be reviewed at least annually by the senior management team the results of this review will be available to authorised persons.
- 3.14.16 The Operator shall comply with all relevant regulations including the requirements of the Management of Health and Safety at Work Regulations 1999, and in particular, the duty to make suitable and sufficient risk assessments of all the significant hazards associated with the premises, operations and services under their control.
- 3.14.17 The Operator shall carry out risk assessments which should be updated and reviewed at least annually and be available to the Authority at any time.
- 3.14.18 The Operator shall carry out risk assessments and revise them:

- if there is an accident or incident where a change is required to prevent a recurrence
- if a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
- before and after a new item of plant or equipment is purchased for use which may change the risk or operation.
- if a change to the building or premises is planned where new / revised arrangements for its safe use will be needed; and
- when there is a significant change of personnel carrying out the task.
- 3.14.19 The Operator shall consult with staff on safety issues that affect their safety at work.
- 3.14.20 The Operator shall consult with industry bodies, user groups and neighbours on safety issues that affect the safety of people when deciding policy, conducting risk assessments and agreeing actions to prevent accidents e.g., as part of accident investigation process.
- 3.14.21 The Operator shall complete a fire risk assessment by a competent person. These shall be reviewed and updated whenever necessary and at least once per year. The Operator shall ensure that copies are available to all staff, neighbours, tenants and landlords and for inspection by the Authority at all times.
- 3.14.22 The Operator shall provide safe up to date working procedures for all activities, equipment, cleaning maintenance and tasks rigging/de-rigging undertaken by staff.
- 3.14.23 The Operator shall ensure that all staff, agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning safeguarding, health and safety at work, Fire and emergency arrangements. This includes the relevant sections of the Asbestos Register, COSHH assessments and the regular recording and "signing-in" of sub-Operators (permit to work system).
- 3.14.24 The Operator shall ensure that all surface water and other liquid spillage within internal areas causing dangerous floor surfaces is dealt with immediately on identification of the problem and documented appropriately.
- 3.14.25 The Operator shall comply with all requirements of the Health and Safety (First Aid) Regulations 1981 as amended, including the provision and maintenance of adequate equipment, facilities and first aid personnel.
- 3.14.26 The Operator shall ensure arrangements for first aid cover for customers, visitors and participants based on the operation and activities are in place.
- 3.14.27 The Operator will ensure that First Aiders are appropriately trained and retrained as required, and that both employees and customers are adequately informed of the arrangements made in connection with First Aid.
- 3.14.28 The Operator shall physically check the First Aid equipment, including any defibrillators (AED's) and supplies weekly and shall ensure that a record of such checks is available for inspection by the Authority.
- 3.14.29 The Operator shall ensure that the Facilities have a minimum of one trained appointed person on site at any time during opening hours a trained First Aider must be on site when customers are on site.
- 3.14.30 The Operator shall display information in all public areas stating how to obtain appointed first aiders in a prominent position on the wall in the reception area at each Facility.

- 3.14.31 The Operator shall ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. A training needs analysis will be conducted to plan training requirements which will include all job roles.
- 3.14.32 The Operator shall maintain a record of all training undertaken by staff with respect to health and safety training. The record shall include records of what knowledge or skill the person obtained.
- 3.14.33 The Operator shall include health and safety training in the staff induction programme and provide appropriate refresher training in accordance with industry guidance.
- 3.14.34 The Operator shall ensure that all signs relating to exits and fire exits are to the standards required by health and safety Legislation and the requirements of Fire and Licensing Officers in respect both of general operation and of special events. For the avoidance of doubt, the Operator shall by default be the 'responsible person' as defined by the Regulatory Reform (Fire Safety) Order 2005 unless a suitable alternative is agreed in writing in the contract.
- 3.14.35 The Operator shall ensure that all exits are not blocked at any time and are cleared of rubbish and debris and are checked regularly as part of daily inspections by duty managers or other named job role.
- 3.14.36 The Operator shall maintain records of cleaning and maintenance of plant and equipment relevant to the minimisation of any possible infectious diseases, in particular with respect to:
 - Air conditioning and ventilation systems.
 - Showers, toilets and hot water systems.
 - Pest control.
- 3.14.37 The Operator shall maintain records of inspection and testing in accordance with the statutory scheme outlined by a competent person to maintain safety, in particular with respect to:
 - Air conditioning and ventilation systems.
 - Electrical systems
 - Pressure systems
 - Lifting equipment
 - Ventilation and air handling equipment
 - Grinding wheels
 - Fuel and heating systems
 - Machinery guarding
 - Boilers, condensers, engines and pumps (e.g., those covered above, and which could through poor maintenance, fitting or operation produce CO.
- 3.14.38 The Operator will ensure that any and all cooling towers or evaporative condensers are notified to the licencing authority with correct and up to date details in compliance with the Notification of Cooling Towers and Evaporative Condensers Regulations 1992.
- 3.14.39 The Operator must maintain records of precautionary measures carried out and of monitoring results. If monitoring shows an increased level of risk, or changes are made to a system or the way it is operated, the Operator must inform the Authorised Officer and, if necessary, carry out a new risk assessment.
- 3.14.40 The Operator will ensure that every employee and temporary employee and agency worker receives a suitable induction which covers the safety policy expectations, safe working practices and the controls required to conduct their job safely. The induction should also cover how to get help and assistance and how supervision is provided. Each person being inducted should provide evidence that they have read and accepted the information and know how to get further help.

- e.g., by way of a short test, exam or demonstration of skills to perform the role, or all or a mix of these things as appropriate.
- 3.14.41 The Operator shall provide sufficient numbers of qualified employees to be present at all operating times across the facilities to ensure the safety of employees, customers and suboperators.
- 3.14.42 The Authorised Officer retains the absolute right to, at any time, issue instructions to the Operator and its contractors prohibiting unsafe practices and, if necessary, require the closure of any facility or building in the interests of Health and Safety.
- 3.14.43 Any facility or equipment in an unsafe condition shall be withdrawn from use immediately and stored safely until the necessary repairs can take place. A log of these items of equipment, plant or locations shall be maintained and made available to the Authority.
- 3.14.44 The Operator shall permit access at all times during the Minimum Opening Hours to all areas of any Facility by the Authority, any relevant corporate health and safety advisor, Licensing Officer, Environmental Health Officer, Fire Officer or officer of the Health and Safety Executive that has responsibility for matters concerned with health and safety or for the purpose of inspecting plant and equipment. The Operator shall provide assistance to these officers as requested and in accordance with both parties' legal obligations and in the interests of ensuring safety and good working practices and health business relationships.
- 3.14.45 The Operator will inform the Authorised Officer by the quickest practicable means, of any visit, inspection, or inquiry made by any Enforcement Authority (HSE / Local Authority / Fire Officer etc.) in connection with their undertaking, and of any subsequent enforcement action, including informal advice.
- 3.14.46 The Operator shall ensure that all aspects of the Personal Protective Equipment Regulations 2002 are adhered to and that suitable Hearing, respiratory and eye protection is provided, as necessary.
- 3.14.47 The Operator shall set out the levels, types and quantities of protective clothing and equipment to be provided for each job role and/or operation. The Operator shall also detail the minimum frequency with which all protective clothing and equipment shall be replaced. The operator will assess the use and suitability of the selected PPE and will ensure that training on its use, limitation, fitting and replacement are provided before it is expected to be used.
- 3.14.48 Records of issue of PPE to employees shall be kept by the Operator and made available for inspection by the Authority when required.
- 3.14.49 The Operator shall at all times ensure compliance with maximum occupation levels for each area within the Facilities as stipulated in the Fire Risk Assessment and/or Public Entertainments Licence if applicable.
- 3.14.50 The Operator shall monitor and maintain safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity taking place.
- 3.14.51 The Operator shall control public throughput of the Facilities to a level that does not jeopardise the safety of customers, reduce hygiene standards or compromise the provision of a quality service.
- 3.14.52 The Operator shall ensure that an induction session is carried out for all fitness gym customers. If the customer is an experienced fitness gym user and is unwilling to undertake an induction, the customer must sign a disclaimer stating that they are an experienced gym user and do not

- require an induction. The Operator shall keep records of induction sessions and make them available for inspection by the Authority when required.
- 3.14.53 The Operator shall complete a registration pack in accordance with OFSTED requirements for all customers of the Children's Holiday Schemes. The Operator shall carry out suitable and timely risk assessments for all Children's Holiday Schemes.
- 3.14.54 The Operator shall ensure that all catering services provided by the Operator or concessions and event contractors are in accordance with the Food Safety Act 1990 and the regulations and orders made thereunder and with particular regard to any existing Food Hygiene Orders.
- 3.14.55 The Operator shall submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and shall inform the Authority in writing of any subsequent alterations necessary because of changes in legislation, changes in the Facility or improvements to the procedures.
- 3.14.56 The Operator shall provide all staff, where necessary, with instructions regarding emergency procedures, fire procedures including check / inspection and test procedures. The Operator shall ensure that all staff are fully conversant with such procedures and use of emergency equipment from the start of employment.
- 3.14.57 The Operator shall enforce strictly all fire safety regulations and shall carry out practice evacuation drill at least every 6 months on a scheme which covers all opening scenarios over time. A record of the event, and corrective actions to ensure safe evacuation in future should be maintained. This record could include details of staff taking part, time taken for evacuation,
- 3.14.58 Regular checks must be taken on firefighting equipment, including an annual service of such equipment by a recognised company.
- 3.14.59 The Operator shall ensure that hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services are kept under proper control and safekeeping, are properly and clearly labelled on their containers, and comply with the relevant Control of Substances Hazardous to Health Regulations 2002 (as amended). The Operator shall provide staff with training based on written procedures on the safe storage and handling of any hazardous substances. The Operator must also ensure COSHH data sheets are easily accessible areas at each Facility, for ease of reference should an accident involving any chemicals occur.
- 3.14.60 The Operator shall have a system to ensure that all cleaning materials substances and chemicals and equipment are appropriate for their required function and are used safely.
- 3.14.61 The Operator shall be responsible for ensuring compliance with all relevant legislation, recommendations, regulations or Acts of Parliament with respect to the reporting of accidents, injuries, dangerous occurrences and diseases. This will include maintenance of all documentation, and notification to the HSE or Enforcing Authority in accordance with RIDDOR 2013.
- 3.14.62 The Operator shall maintain comprehensive records of:
 - All injuries involving staff, members of the public and sub-contractors that are reported.
 - Records that all staff training on the procedures for reporting incidents and accidents, who the nominated persons are and what information will be required.
 - The persons nominated to complete accident reports and complete RIDDOR reports.
 Evacuations, emergencies, dangerous occurrences and unusual incidents occurring at the premises.

- Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).
- 3.14.63 The Operator shall ensure that any RIDDOR reportable incident is reported to the Authority as soon as reasonably practical.
- 3.14.64 The Operator shall ensure that incident and accident investigations are conducted in proportion to the potential severity and likelihood of recurrence of the events preceding the incident.

 Records of action needed and taken to prevent reoccurrence must be retained indefinitely for the period of the contract and handed to the Authority at the end of the contract.
- 3.14.65 Records include details of any relevant actions taken / to be taken shall be made available to the Authority at any time.
- 3.14.66 The Operator shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place as part of the safety managent system for the operation.
- 3.14.67 The Operator shall ensure that only competent contractors can work on site and that records of competence for individuals and companies conducting work are retained for the life of the system in question.
- 3.14.68 The Operator shall ensure that only authorised personnel are permitted in non-public areas of the Facilities, such as offices, plant rooms, storage areas etc. Clearly visible signs shall be displayed to this effect and suitable security systems in place to restrict unsafe and criminal access.
- 3.14.69 Suitable security systems should be in place to restrict child access to unsuitable or unsupervised places around the site. This would include a pool hall when not supervised.
- 3.14.70 The Operator shall enforce the Smoking at Work Act 2007 which relates to smoking in public places and ensure that there is no smoking of cigarettes and e-cigarettes or any tobacco or substitute tobacco indoors or close to entrances and windows.
- 3.14.71 The operator will determine, implement and enforce a written access and behaviour standard for the site. This must be posted prominently in reception or similar location. Staff must be trained to deal with people or situations which breach the standard. Breaches of the standards must be recorded as an 'incident'.
- 3.14.72 The Operator's staff shall cooperate fully with the Authorised Officer in any investigation or enquiry carried out in respect of the operation of the Facilities or any incident which may have occurred therein or any insurance claim which may arise from the use of the Facilities, including cooperation in the preparation of legal proceedings and availability and attendance at any Court or enquiry to give evidence on behalf of the Authority at no cost to the Authority.

- 3.14.73 The Operator will produce a Health and Safety Management Improvement Strategy endorsed by the senior managers and operational management at the site.
- 3.14.74 The Operator will review performance against the health and safety improvement strategy at least annually provide a copy of the review findings and the new strategy to the Authority one month before the start of each subsequent contract year.
- 3.14.75 In each contract year, the Operator will specifically commission and fund an independent health and safety audit undertaken by a suitably qualified and experienced external third party. The

results of the audit are to be submitted to the Authority immediately on receipt.

3.14.76 Performance review will consider:

- Accident rate (per 100,000 employees and per 100,000 footfall visitors or other agreed metric)
- Accident severity (number of days lost)
- Near misses reported and action taken/ closed out
- incidence of ill health absence
- Complaints
- Number of unsafe situation reports, and corrective actions taken (e.g., from results of inspections or other monitoring activity)
- Cost and number of H&S specific training hours conducted
- Reports from Enforcement bodies
- The results of any monitoring activities e.g., inspections, engineering reports, external audits
- The level of compliance with contractors and sub-contractors relating to competence, permit to work, risk assessments and accidents.
- 3.14.77 The Operator must provide the Authority with a copy of its Quest Compliance Declaration (or equivalent) on an annual basis.
- 3.14.78 The Operator shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant Facility.
- 3.14.79 The Operator shall provide a summary of all accidents, incidents and near misses occurring at the Facilities as part of the Major Accidents and Incident report.
- 3.14.80 The Operator shall maintain records of precautionary measures carried out in respect of Legionella prevention and control and of monitoring results.
- 3.14.81 The Operator is required to commission at its own cost, an annual independent health and safety review and audit of each Facility for submission to the Authority.
- 3.14.82 The Operator shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Performance Monitoring Report.

3.15 Major Incident Reporting

3.15.1 The Authority and if appropriate all other relevant authorities (e.g., Police, Fire, HSE, etc.) are to be made aware of all major incidents as soon as possible.

- 3.15.2 The Operator shall ensure the Authority is made aware of all major incidents at the earliest appropriate moment
- 3.15.3 The Operator shall ensure it makes records of all major incidents, accidents, near misses and actions taken available for inspection.

- 3.15.4 The Operator shall ensure that all major incidents involving the service in the Facilities or Active Communities Programme are reported to the Authority by telephone as soon as practicable followed by a full report by email.
- 3.15.5 The Operator shall ensure that, in the event of an incident relating to security, severe injury as defined by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 1995) or death or any other Emergency occurring within the service, the incident is reported to the Authority by telephone at the earliest opportunity.

- 3.15.6 The Operator shall maintain an up-to-date log of all major incidents and severe injuries as defined by RIDDOR and their response to them.
- 3.15.7 The Operator shall ensure that, as soon as practicable, following any emergency, a full report of the actions taken and the implications for future training, is provided to the Authority. In the event of the Authority or its insurers wishing to undertake an investigation, the Operator shall fully comply with any reasonable requests for information from staff attending such an inquiry.
- 3.15.8 The Operator shall provide a summary of all accidents, incidents and near misses occurring at the Facilities or in the Active Communities Programme as part of the Quarterly Performance Report.
- 3.15.9 The Operator shall ensure that details of any failure to maintain the required Performance Standards set out above should be included as part of the Quarterly Performance Report.

4 ASSET MANAGEMENT

4.1 Asset Management Capital and Revenue Funding

- 4.1.1 The Authority is responsible for funding lifecycle replacement items over £10,000 per item
- 4.1.2 The Operator is responsible for meeting the costs of all other planned and reactive maintenance, lifecycle replacement and equipment maintenance and replacement.

4.2 Building Maintenance

Overall Requirement

- 4.2.1 That all buildings, plant and equipment included in the Contract are maintained to a high standard to ensure a high-quality customer experience, to conform with legislation and statutory requirements and to maximise the lifecycle of the Authority's assets.
- 4.2.2 That all building fabric, fittings, assets and equipment are replaced as specified in this Contract and in accordance with the agreed Lifecycle Replacement Schedule.

- 4.2.3 Except in accordance with clause 4.1.1, the Operator shall be responsible for repair and maintenance of all buildings, assets, plant and equipment at the Facilities (including the renewal/replacement of parts to minor/major plant and equipment that is required through general maintenance/or normal wear and tear).
- 4.2.4 The Operator shall ensure that all repair, maintenance and servicing of plant, assets and equipment is undertaken by suitably trained and qualified staff.
- 4.2.5 The Operator is responsible for the repair and maintenance of the building, including maintaining floor, ceiling and wall coverings and finishes (including the resealing of all sports floors), the sanding of the squash court floors and plastering repairs of squash court walls, maintaining internal decorations, sanitary ware, all internal/external glazing, repairs and adjustments to internal and external doors, skylights and windows including ironmongery; and the cleaning and clearing of rainwater goods and drains, traps and waste pipes.
- 4.2.6 The Operator is responsible for the repair, maintenance and lifecycle replacement of all telephone, ICT and associated data systems.
- 4.2.7 The Operator is responsible for the repair and maintenance of all external fencing, signage, floodlighting to the car parks and associated areas at the Facilities.
- 4.2.8 The Operator is responsible for the maintenance, repair and replacement of all plant and equipment as specified. This extends to the maintenance, repair and replacement

- of all consumable items (e.g., pool filter sand media, UV tubes/Arc tubes to UV system, cables and pulleys to poolside floors and booms, hoses etc.)
- 4.2.9 Any underwater works to the pools must comply with the HSE Diving at Work ACOP's (Inshore 104) standard.
- 4.2.10 The Operator must demonstrate all fixed plant is maintained in accordance with manufacturer's recommendations on a regular basis.
- 4.2.11 Due to the specialist nature of some items of plant, machinery and equipment, the maintenance of which may be beyond the normal scope of the operation, the Operator will enter into direct servicing contracts with specialist companies.
- 4.2.12 The Operator shall not enter into a maintenance agreement with a specialist sub-contractor, which continues beyond the term of the Contract, without the prior written approval of the Authorised Officer. In the event of the Operator entering into an agreement, which continues beyond the term of the Contract without the prior written approval of the Authorised Officer, the Operator, shall indemnify the Authority against any costs including legal costs involved in the termination of any such maintenance agreement.
- 4.2.13 The Operator is responsible for the operation, repair, and maintenance of all building services, including heating, ventilation, hot and cold and drinking water, electric power and lighting, alarms, communications, time and sound systems, CCTV, lightning conductors, lifts etc.
- 4.2.14 The Operator shall ensure that the Facilities and all equipment are fully functioning and available for use, conform to legislation and comply with statutory requirements, perform in the most efficient manner and achieve full economic life.
- 4.2.15 The Operator shall be responsible for maintaining the Facilities to a high standard of repair, maintenance, decoration and cleanliness to ensure the proper performance of the services.
- 4.2.16 The Operator shall regularly service, maintain and replace as appropriate all buildings, equipment and plant in accordance with this Services Specification.
- 4.2.17 The Operator shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance and replacement as set out in this Services Specification and in accordance with the Operator's Facilities Management Method Statement or any subsequently agreed method.
- 4.2.18 The Operator shall implement and maintain an electronic ICT asset management system to list details of assets and equipment including records of any replacement, to record details of maintenance contracts and to log all servicing and maintenance of assets and equipment including both PPM and reactive maintenance. The ICT asset management system should allow for read only access to be provided to the Authorised Officer.
- 4.2.19 The Operator shall ensure that the interior and exterior appearance of the Facilities are kept up to date and reflect the needs and expectations of customers.
- 4.2.20 The Operator shall carry out breakdown and repair maintenance for all buildings and services to ensure that, at all times, the plant, buildings and equipment at the Facilities

are maintained to a standard of good repair and are fully functional in respect of the activities taking place at the leisure centres.

- 4.2.21 The Operator as a minimum shall ensure that:
 - Both planned preventative lifecycle and reactive maintenance is carried out in accordance with the Operator's previously agreed Facilities Management Method Statement and the agreed Schedule of Programmed Maintenance
 - Maintenance procedures ensure Facilities:
 - Comply with all applicable statutory requirements and Legislation and Approved Codes of Practice
 - o Are in a safe, secure, wind protected and watertight condition
 - Are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the Facility as a whole and in accordance with current and future industry standards, and
 - Are maintained in a manner that prevents deterioration save fair wear and tear of any part thereof
 - All maintenance repairs use materials that are comparable and compatible with existing materials used at each Facility
 - All maintenance activity is recorded on the ICT asset management system
 - All work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.
- 4.2.22 The Operator shall ensure that on a continuing basis the maintenance and operating procedures comply with this Contract.
- 4.2.23 The Operator shall take responsibility for and be responsible for the costs of all maintenance services as set out in this Contract.
- 4.2.24 The Operator shall be responsible for all costs of the replacement of all items as set out in this Agreement and shall comply with the provisions of this Contract with respect to the Authority's assets.
- 4.2.25 The Operator shall implement programmed maintenance, comprising of:
 - Planned Preventative Maintenance (including redecoration)
 - Statutory/ mandatory / critical inspections and testing
 - Repair and replacement (in accordance with the terms of this Contract).
- 4.2.26 The Operator shall carry out reactive maintenance in accordance with this Services Specification and applicable response/ rectification times.
- 4.2.27 The Operator shall maintain on the asset management system records of all breakdown failures, incidents or accidents involving any plant, machinery and equipment, together with details of all servicing or other such investigations that are carried out to plant, machinery and equipment.
- 4.2.28 The Operator is required to keep Building Manuals containing operating and maintenance instructions for each of the Facilities. They must be kept up to date whenever work is carried out with records supplied at the Authority's request. Where the work is statutory/mandatory/critical, details should be uploaded to Concerto (the

Authority's CAFM) system so that the Corporate Landlord (the Authority) can review whenever required.

Planned Preventative Maintenance (PPM)

- 4.2.29 The Operator shall design, implement and maintain a Planned Preventative Maintenance (PPM) Schedule to manage the maintenance, testing and operation of all items of plant, equipment and building fabric within the Facilities, inclusive of fixtures and fittings.
- 4.2.30 The Operator shall ensure the PPM Schedule is used in a manner that helps optimise the performance of all assets for the duration of their effective life.
- 4.2.31 The Authority may at any time carry out checks of the PPM Schedule and check any replacement, maintenance or repair of assets carried out by the Operator.
- 4.2.32 The Operator shall meet their respective minimum response times to ensure that any reactive repairs are completed with the least inconvenience and disruption to the operation of the Facilities.
- 4.2.33 The Operator shall ensure that only appropriately trained personnel are dispatched to undertake PPM.
- 4.2.34 The Operator shall ensure that all maintenance repairs use materials that are comparable and compatible with existing materials used at the Facilities.
- 4.2.35 The Operator shall ensure that, where glass is replaced for whatever reason, the replacement glass meets the standards as set out in Regulation 14 of the Workplace (Health and Safety and Welfare) Regulations 1992, and BS 6262: Part 4 and areas of special risk Class C of BS 6206 or any subsequent revision.
- 4.2.36 The Operator shall ensure that where materials have to be replaced, for whatever reason, the replacement materials match in every way the specification, quality, performance, and appearance of the original materials.

Fabric Maintenance

- 4.2.37 Except in accordance with clause 4.1.1, the Operator shall maintain, repair and replace all internal building fabric.
- 4.2.38 Building maintenance and repairs will include:
 - Repairs and replacement to woodwork, masonry, floor, wall and ceiling finishes (including squash courts/studios), ceilings and all internal / external glazing
 - Damage to the building caused by misuse or vandalism
 - Internal joinery, locks, door fittings, spring and panic bolts
 - Gutters and down pipes, including concealed gutters, wastes, drains, soil pipes and fittings
 - Water waste preventers, cisterns, ball valves, taps, stop valves and associated equipment
 - Data cables, ports and protective trunking
 - Health and safety fittings and appliances
 - Replacement to electrical fittings, fuse and switch gear.

- 4.2.39 The Operator shall provide a professionally managed programme of building fabric maintenance. It shall make sure that the Facilities are in a safe, secure, wind protected and watertight condition.
- 4.2.40 The Authority must provide the Operator with comprehensive Asbestos register, and associated risk analysis, of all areas within the Facilities, identifying those areas which:
 - Are presumed by the Authority to contain Asbestos, or
 - It has been concluded by the Authority that they do contain Asbestos, or
 - It has been concluded by the Authority that they do not contain Asbestos, or
 - Are presumed by the Authority not to contain Asbestos.
- 4.2.41 The Operator shall discharge its obligations under the Control of Asbestos Regulations 2012 and its amendments. This includes the publishing and maintenance of a comprehensive Asbestos Register, and associated risk analysis, of all areas within the Facilities, identifying those which reviewing and amending the survey provided by the Authority at the start of the Contract.
- 4.2.42 The Operator shall make this Asbestos register permanently available to the Authority, sub-contractors and suppliers and any other operatives carrying out work on either the Operator's or the Authority's behalf at the Facilities.
- 4.2.43 The Operator shall ensure that all activities are executed, and records updated with due regard to the Control of Asbestos Regulations 2012 and its amendments.
- 4.2.44 The Operator shall ensure that information relating to Asbestos and associated work schedules is maintained on its facility management ICT system and supplied to the Authority.
- 4.2.45 The Authority will provide the Operator an Asbestos Survey at the start of the contract that will be as comprehensive as the legislation requires. However, other asbestos may be present in the Facilities which would only be uncovered by an intrusive survey or by workers when maintaining or adapting the building e.g., plumbers, electricians, alarm/ICT contractors etc. It is therefore a requirement that the Operator and the Authority to only allows asbestos trained contractors to carry out maintenance (CHAS or another accreditation). If asbestos is noticed during works, they should stop immediately, make the area safe and notify the Authority who will arrange for the asbestos to be removed to be rendered safe.

Mechanical and Electrical Maintenance

- 4.2.46 The Operator shall provide a professionally managed, high-quality Mechanical and Electrical (M&E) maintenance service through a regular and organised regime.
- 4.2.47 The Operator shall follow the maintenance requirements specified by:
 - Original equipment manufacturer's recommendations
 - The Authority's requirements as set out in this Services Specification
 - All relevant statutory regulations and requirements and approved codes of practice, technical guidance, British Standards and industry best practice
 - Specific warranty period maintenance requirements.

4.2.48 The Operator shall use the Building Management System (BMS) to ensure operating conditions at each Facility are maintained effectively and efficiently and to record the performance of equipment and systems.

4.3 Statutory/ Mandatory Inspections

- 4.3.1 The Operator shall ensure that all statutory and other mandatory requirements are met in respect of the maintenance services and inspections. The Operator shall inform the Authority in the first instance of any breaches of these obligations together with a programme for rectification and measures to safeguard against a repeat.
- 4.3.2 The Operator shall set up a programme of statutory, mandatory and insurance inspections to ensure all assets receive the required inspections at the correct time. The annual programme shall be issued to the Authority in advance of the inspection. The Operator shall at all times comply with all relevant EC and UK statutory and legislative requirements and all relevant guidance (including British Standards) including any alterations that may take place. In addition, please refer to Schedule 13 of the draft contract which details Operator Insurance obligations.
- 4.3.3 The Operator shall cooperate with any periodic inspections made by the Authority, partners or any authorised external agencies and shall provide such reasonable assistance to such inspectors as may be necessary.

Portable Appliance Testing (PAT)

- 4.3.4 The Operator shall ensure that as a minimum, PAT is implemented and carried out in accordance with the Code of Practice for in-services inspection and testing of Electrical Equipment published by the Institution of Electrical Engineers, as amended from time to time. The Operator shall ensure that all portable appliances are tested and certified with copies of certificates promptly forwarded to the Authority.
- 4.3.5 PAT testing shall be risk based. The Operator shall determine the frequency based on the risk presented to the Class 1 and 2 electrical and electronic equipment used at the Facilities and by the working environments within them.
- 4.3.6 The Operator shall test any item of equipment introduced to the Facilities prior to its being used. Once tested, items shall be tagged and logged in accordance with the above regime by the Operator.
- 4.3.7 The Operator shall maintain a register of portable appliances held at the Facilities, including but not limited to portable items and static items. The Operator shall maintain the register containing details of the executed PAT tests. Such testing shall

form part of the overall PPM regime and the Operator shall ensure that all reports and recommendations are held centrally.

Fire Detection, Emergency Lighting and Fighting Systems

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

Security, Access and Intruder Systems

- 4.3.11 The Operator shall maintain any internal and external CCTV and intruder alarm systems at the Facilities to ensure their proper functioning at all times. The Operator shall ensure that any failure in such systems is rectified within the required rectification times.
- 4.3.12 The Operator shall ensure that all intruder alarm systems are maintained and tested in accordance with BS 4737 (or replacement standards) with copies of the certificates forwarded to the Authority when requested.
- 4.3.13 The Operator will maintain all Fire Exits and access doors at all times.

Re-Lamping

4.3.14 The Operator shall carry out all necessary re-lamping at the Facilities. The Operator shall adopt an organised approach to re-lamping across the Facilities. The Operator shall monitor the provision of this service for efficiency with a view to achieving the greatest possible reductions in replacement frequency and cost. All existing fittings and lamps will be replaced with LED replacements (including fixtures and fittings) for the duration of the contract period.

Duct Maintenance

4.3.15 The Operator shall regularly maintain and clean all ducts, shaft, risers and associated ventilation at the Facilities.

External Maintenance

4.3.16 Except in accordance with clause 4.1.1, the Operator will be responsible for the maintenance of the external structure of the building. The Operator will be responsible

- for ensuring that any defects or damage to the external structure, whether caused accidentally or not, will be reported to the Authorised Officer as soon as possible.
- 4.3.17 The Operator will be responsible for litter picking all external areas and for all litter clearance following local sporting and special events / community events held at the Facilities, to the standard required in the Environmental Protection Act 1990.

Car Parks

- 4.3.18 Where the car park falls within the Operator's leased demise, the Operator shall be responsible for maintaining the car parks at the Facilities to include the maintenance, repair and replacement where required of the following:
 - Paved or tarmacadam roadways and footpaths
 - Foul and surface water drain, covers, manholes
 - Access ramps
 - All external lighting including free standing lighting columns
 - Electrical cables
 - Fences, handrails and barriers (including redecoration and wood treatment)
 - Illuminated and non-illuminated signs and notices
 - Litter bins
 - Landscape furniture i.e., benches, raised planters, bollards.
- 4.3.19 Where the car park falls outside the Operator's leased demise, the Authority will retain responsibility for maintaining the car park.
- 4.3.20 The Operator shall not hire / use the Facilities' car parks for any other purpose than the parking of cars by uses / visitors to the Facilities.
- 4.3.21 The Authority reserves the right to install Electric Vehicle Points (EVP) providing reasonable notice and consultation.

Artificial Turf Pitches

- 4.3.22 Where relevant, the Operator will be responsible for the regular maintenance, sweeping and all repairs to the Artificial Turf Pitches (ATPs), surrounding areas, fencing and pavilion. The Operator will be responsible for the general cleanliness of the ATPs area including removal of litter. The Operator will be responsible for repairs to the boundary fence.
- 4.3.23 The Operator will ensure:
 - Extensive weed clearing and moss control
 - Power sweeping
 - Drag brushing ensuring even coverage of infill crumb
 - Full inspection/repair of playing surface area, all seams and play lines.

Multi Use Games Areas

4.3.24 Where relevant, the Operator will be responsible for the maintenance, repairs and cleanliness of the Multi Use Games Areas (MUGAs) at the Facilities including repairs to the boundary fence.

Modifications

4.3.25 The Operator will not be allowed to make any modifications to either the building, plant or equipment provided for the services without the written permission of the Authorised Officer.

Services and Utilities

- 4.3.26 The Operator will be responsible for ensuring that the means of sewerage disposal and supplies of mains water, electricity, gas and external telephone communications are maintained to the Facilities. The Operator will be responsible for the prompt payment of all charges in connection with the provision of these services during the period of the contract.
- 4.3.27 The Operator will not permit the disconnection of any electricity, gas or water supply to the Facilities without the written agreement of the Authorised Officer, except where these are to be carried out by the utilities themselves under their emergency or statutory powers. The Operator will be responsible for any costs arising from the interruption to supplies, which are due to his failure to make payments for accounts or to make service agreements.

Reporting Requirements

- 4.3.28 The Operator shall ensure that results of all non-compliant measurements are recorded on the Authority's asset management ICT system (Concerto) and within 3 days, except in cases of P1 non-compliance (e.g. legionella positive), in which case reporting should be immediate.
- 4.3.29 The Operator shall report on all inspections and maintenance checks for the purpose of a building audit over the Contract Period. The Operator shall ensure that this information is stored on the asset management ICT system.
- 4.3.30 The Operator shall on an annual basis, review and update the Planned Preventative Maintenance (PPM) Schedule for the facilities. This must be submitted to the Authority in accordance with the reporting requirements in Section 5 Performance Management and Reporting.
- 4.3.31 The Operator shall on an annual basis, produce a Schedule of Programmed Maintenance for the Facilities. This must be submitted to the Authority in accordance with Section 5 Performance Management and Reporting.
- 4.3.32 The Operator shall provide a Maintenance Programme Progress Update as part of the Quarterly Performance Report.
- 4.3.33 The Maintenance Programme Progress Update should cover (without limitation):
 - Any health and safety issues relating to buildings, plant and equipment
 - Contractual issues requiring discussion and resolution
 - Review of action plans as necessary
 - Review of financial matters

- Overall contract compliance including completed and not completed PPM activities, completion of reactive maintenance within and outside the specified response and rectification times and exception report covering the maintenance activities
- Results of any audits
- Proposals for continuous improvement
- Review of cost saving / cost avoidance initiatives
- Review of any matters affecting or affected by third party suppliers.
- 4.3.34 The Operator shall submit details of any failures to follow the Schedule of Programmed Maintenance or achieve the required Overall Requirement as part of the Quarterly Performance Report.

4.4 Maintenance and Replacement of Equipment

Overall Requirement

4.4.1 Equipment that is available, well maintained, safe and fit for purpose for the activity it is designed for, considering the standard of sport or activity being undertaken and is able to meet the programming requirements of the Services.

- 4.4.2 The Operator shall maintain all equipment listed in Appendix 8 Equipment Inventory and return them all on the expiry date, or if earlier, the termination date, in good working condition (taking into account fair wear and tear).
- 4.4.3 The Operator shall replace, when that item reaches the end of its useful life, all equipment listed in Appendix 8 Equipment Inventory, excluding any items identified as the responsibility of the Authority, with equipment that is of equivalent or superior quality.
- 4.4.4 The Operator shall provide, at its own cost, any additional equipment and materials required for carrying out the Services. The Operator is responsible for the maintenance and replacement of any such additional equipment. The Operator shall transfer all equipment at no charge to the Authority upon expiry of the contract
- 4.4.5 The Operator shall make provision for the hire of sports equipment within the Facilities in order to meet customer requirements.
- 4.4.6 The Operator shall ensure that all equipment listed in Appendix 8 Equipment Inventory, and any replacement or additional equipment is fit for purpose, safe and is maintained to a suitable standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations.
- 4.4.7 Equipment must be stored safely and securely.
- 4.4.8 The Operator accepts that the equipment listed in Appendix 8 Equipment Inventory, is sufficient to deliver the Services set out in this Services Specification.
- 4.4.9 The Operator shall ensure that an Equipment Inventory is updated on a regular basis to reflect any replaced equipment and to identify any new or written off equipment.

The Operator shall confirm the Equipment Inventory to the Authority within one month following the Commencement Date and provide a revised Equipment Inventory to the Authority on an annual basis within one month of the start of each subsequent Contract Year.

- 4.4.10 The Operator shall ensure that all equipment shall comply with relevant industry standards, National Governing Body requirements and British and European Standards and shall be limited to the use it was designed for, as specified within the manufacturer or supplier's guidelines and/or operating manuals.
- 4.4.11 The Operator shall use all reasonable endeavours to ensure that all equipment is replaced on a like for like basis having due regard to relevant advances in equipment manufacture, trends in activity programming and in compliance with relevant industry standards, National Governing Body requirements and British and European Standards.
- 4.4.12 The Operator shall replace the health and fitness equipment in accordance with the agreed Lifecycle Replacement Schedule. Any residual value of equipment that is replaced shall be used to part-fund the replacement equipment.
- 4.4.13 The Operator shall ensure that any item of equipment that is found to be defective or has failed is immediately withdrawn from service and repaired or replaced. The Operator shall make it secure and ensure it cannot inadvertently be used whilst withdrawn from service.
- 4.4.14 The Operator shall test all portable electrical appliances to ensure compliance with The Electricity at Work Regulations (1989) and shall maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection by the Authorised Officer.
- 4.4.15 The Operator shall ensure that all equipment is regularly inspected and serviced in accordance with the manufacturer or industry guidelines and appropriate records kept. Inspections and servicing of specialist equipment shall be undertaken regularly by a recognised supplier in accordance with the manufacturer or industry guidelines.
- 4.4.16 The Operator shall ensure that all areas of the Facilities have equipment provided in accordance with the following standards:
 - Sufficient equipment for the activity programmed
 - Suitable and reasonable arrangements for customers with disabilities
 - 90% of the following to be available at any one time.
 - Health & Fitness Suite
 - o cardiovascular and resistance machines
 - high quality audio/visual systems (95%)
 - Changing & Toilet Facilities
 - o male/female/disabled changing cubicles
 - o male/ female/disabled toilets
 - o shower cubicles/open showers
 - secure storage lockers
 - sanitary/hair-drying facilities
 - Catering & Vending Facilities
 - vending product range
 - covers/seating area

- 4.4.17 The Operator shall not introduce any additional coin-operated equipment (in addition to items identified in Appendix 8 Equipment Inventory), including gaming and amusement machines, to the Facilities without consultation with the Authority.
- 4.4.18 The Operator shall ensure that the Facility has a defibrillator on each site and that supervisory staff receive regular training updates in line with British Association of Cardiac Rehabilitation (BACR) regulations.

- 4.4.19 The Operator shall provide an updated version of the Equipment Inventory found in Appendix 8 Equipment Inventory to the Authority within one month of the Commencement Date and, annually thereafter, within one month of the commencement of each subsequent Contract Year.
- 4.4.20 The Operator shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Performance Report.

4.5 Grounds Maintenance

Overall Requirement

4.5.1 External grounds within the site boundaries of the Facilities to be maintained in such a way as to provide a well presented and safe environment for all customers, allowing for efficient and effective use of the Facilities and promoting a positive image of the Facilities at all times.

Performance Standards

The Grounds

4.5.2 Where the external grounds fall within the Operator's leased demise, the Operator will retain responsibility for grounds maintenance and general cleansing which includes sweeping, re-marking and maintenance of car parks, maintenance of grassed and

- landscaped areas, drains and litter clearance of the access areas and surroundings of the Facilities.
- 4.5.3 The Operator will be responsible for the maintenance of boundary fences and walls surrounding the Facilities as identified in Appendix 6 Site Boundaries.
- 4.5.4 The Operator will be responsible for all litter clearance following local sporting and special events / community events held at the Facilities, to the standard required in the Environmental Protection Act 1990.
- 4.5.5 Where the external grounds fall outside the Operator's leased demise, the Authority will retain responsibility for all maintenance.

Slippery Surfaces

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

Snow and Ice

- 4.5.7 During periods of snow and ice, the Operator shall distribute de-icing salt over pathways and external entrances to provide safe routes for customers and staff entering / exiting the Facilities.
- 4.5.8 The Operator shall ensure that any specific hazards caused by inclement weather shall be made safe and reported to the Authority immediately.

Graffiti and Flyposting

- 4.5.9 The Operator shall remove all graffiti and flyposting from all external walls of the Facilities to ensure that the site remains graffiti free and shall use reasonable endeavours to prevent and reduce the writing of graffiti in the sites.
- 4.5.10 The Operator will be responsible for ensuring that any defects or damage to the external structure of the facilities is reported to the Authorised Officer with the minimum delay and confirmed in writing.

Pests, Vermin and Wild Animals

4.5.11 The Operator shall eradicate rats and remove wasps' nests, swarms of bees, pests, including Brown Tail Moth and vermin within the Facilities.

Reporting Requirements

4.5.12 The Operator shall report to the Authority any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

4.6 Climate Emergency, Environmental and Energy Management

Overall Requirement

4.6.1 Facilities that are operated in an environmentally sensitive and sustainable manner, to reduce energy consumption, reduce carbon emissions, minimise chemical usage, recycle appropriate non-hazardous wastes and contribute to the delivery of the Authority's policies for Climate Emergency, safeguarding the environment and promoting sustainability.

- 4.6.2 The Authority is committed to the ambition to become a Carbon Neutral Council by 2030 and a Net Zero Borough by 2043 and has a strategy to achieve this. The Operator must be aware of the Authority's environmental policy and perform their work to maximised opportunities to reduce pollution.
- 4.6.3 The Operator shall have a clear environmental and energy management policy and implement effective operational practices that have a demonstrably positive effect on the environment that includes:
 - Reduction of pollution to air, water and land
 - Reduction in the use of environmentally harmful chemicals
 - Improved energy management (including as appropriate reducing energy consumption, energy conservation and use of renewable energy)
 - Reduction in carbon emissions
 - Increasing water efficiency and maximising water recycling opportunities
 - Maximising recycling and reducing waste, in line with the waste hierarchy, and ensuring that all waste is disposed of correctly
 - Prohibition of the use of single-use plastics anywhere within any of the Facilities
 - Developing and promoting opportunities for sustainable transport to and from the Facilities
 - Encouraging the purchase of environmentally sound, locally produced goods and services
 - Raising awareness amongst staff and customers to ensure these environmental issues are addressed
 - Protecting and enhancing the town's built and natural environment.
- 4.6.4 The Operator must establish an Environmental and Energy Management Plan covering all the above requirements to be updated with new targets on an annual basis. The Operator must comply fully with any environmental audit carried out by the Authority or external agencies.
- 4.6.5 The Authority is committed to responsible energy management and the efficient use of energy throughout its operations. It also recognises that good energy management helps to protect the environment by conserving natural resources and reducing harmful emissions. The Operator shall take account of, and comply with, the Authority's Climate Emergency Strategy, climate action plans and environmental policies which sets out the Authority's aims and objectives for minimising its environmental impact.
- 4.6.6 The Operator shall provide information for the Authority's Environment Management Systems (EMSs). Where applicable, the Operator shall implement systems which are

- based on, or modelled upon, a recognised standard such as ISO 14001 or Eco Management and Audit Scheme (EMAS).
- 4.6.7 The Authority shall be responsible for the procurement and management of Utilities and payment of the Utilities bills for all sites.
- 4.6.8 The Utilities bills shall be in the name of the Authority.
- 4.6.9 The Operator shall be responsible for ensuring that utility consumption levels do not exceed levels agreed with the Authority. The Operator shall be liable for any costs arising where consumption exceed agreed levels.
- 4.6.10 The Operator shall monitor and validate all meter readings at all of the Facilities.
- 4.6.11 The Operator shall take all responsible steps to ensure that meter readings (i) can be reconciled to Utilities bills, (ii) are correctly calculated and (iii) accurately reflect actual energy consumption. For each Facility, the Operator is to prepare a monthly report that shall include the following information, set out for the relevant Month and for the Year to Date: Electricity consumption (including half-hourly consumption data), Gas consumption, Other fuel use, and Total energy consumption in terms of kWh and CO2e.
- 4.6.12 The Operator shall ensure contingency plans are in place to address the loss of each or all energy supplies, and that these have been reviewed and tested to a programme agreed with the Authority.
- 4.6.13 The Operator shall ensure its contingency plans are executed as planned with due expediency following the loss of one of more energy supplies. The Operator shall, as soon as it is aware, immediately inform the Authority's Representative of all scheduled interruptions to any energy supply whether or not it may affect the Authority's operations.
- 4.6.14 The Operator shall arrange the implementation, display and renewal of Display Energy Certificates (DECs) at any Properties required by the Authority, including those Properties which require DECs under Government legislation.
- 4.6.15 The Operator shall ensure all DECs are correctly displayed by the required date. The Operator shall advise the Authority on which recommendations to follow in the supplementary advisory reports.
- 4.6.16 The Operator shall advise the Authority on how to meet existing and forthcoming statutory requirements and compliance activities related to Air Conditioning plant (TM 44).

4.6.17 The Operator will record and report on all energy consumption (electricity, gas and water) and the amount of non-recyclable waste collected from the Facilities on a monthly basis included total metered consumption and cost. Details of energy

- consumption shall be provided to the Authority as part of the Quarterly Performance Report.
- 4.6.18 A complete record of waste disposal records is to be kept on site as required by Department for Environment, Food and Rural Affairs (DEFRA).
- 4.6.19 The Operator shall develop an Environmental Management Plan on an annual basis with clear targets to reduce energy consumption and non-recyclable waste. The Environmental Management Plan shall be provided to the Authority one month prior to the Commencement Date and annually thereafter for the duration of the Contract period.

4.7 Legislation and Policy

Overall Requirement

4.7.1 Services that comply fully with all Legislation relating to the management of the Facilities and the provision of Services.

- 4.7.2 The Operator shall ensure that there are no breaches of Legislation, including without limitation, that in respect of health and safety, data protection, child protection and the Equality Act 2010. The Authority and Operator shall also ensure that any relevant planning conditions attached to the Facilities are complied with.
- 4.7.3 The Operator shall ensure that all employees and any sub-contractors or third parties employed by the Operator, have a working knowledge of the Legislation, Regulations and guidelines relating to best practice in managing sport, leisure and community facilities. In particular, the Operator should ensure that:
 - All agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning the safeguarding, health and safety regime and fire risk and precautions
 - All surface water and other liquid spillage within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and signed appropriately
 - The first aid equipment and supplies, including signage for first aid provision, is physically checked weekly and a record is made which is available for inspection by the Authority
 - Hazardous materials or equipment at the Facilities, which are to be used in the
 provision of the Services, are kept under proper control and safekeeping. The
 hazardous materials or equipment are properly and clearly labelled on their
 containers and comply with the relevant Control of Substances Hazardous to
 Health (2002)
 - It undertakes, at its own cost, its own risk assessments and associated training
 - It keeps records of accidents and actions taken and these are to be made available for inspection by the Authority
 - There is a full and comprehensive fire and evacuation procedure. The Operator shall ensure all fire and evacuation systems, and associated equipment are

- maintained to relevant standards and regulations and shall keep appropriate records. The Operator shall develop and maintain a Normal Operating Procedure and Emergency Action Plan that aligns with the Authority's overall approach to Emergency Planning
- Only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, offices etc.
- 4.7.4 The Operator shall ensure that the Health & Fitness facilities are managed in accordance with the CIMSPA document "Health and Fitness Partner Operators' Guide" or the UK Active Code of Conduct for fitness suite Operators or any replacement industry guidance.
- 4.7.5 The Operator shall ensure that OFSTED registered Holiday Schemes are provided where appropriate. The Operator shall ensure that the Scheme is managed in

- accordance with standards required by The Children Act, OFSTED requirements and the requirements under 4.8 Safeguarding.
- 4.7.6 The Operator shall comply with all relevant Authority policies as notified to the Operator from time to time in accordance with this Contract. These may include policies for Customer Service, Safeguarding, and Environmental Sustainability etc.

4.7.7 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

4.8 Water (Hot and Cold Installations)

Overall Requirement

4.8.1 The provision of a hot and cold water supply that meets the required standard for the operation of the Facilities.

Performance Standards

- 4.8.2 The Operator shall ensure provision of a constant supply of hot and cold water to those areas requiring water for domestic usage, also ensuring that where such water is required for drinking purposes that it is from a potable source.
- 4.8.3 The Operator shall ensure water temperatures are maintained at required standards to prevent legionella and other water-borne contaminants.
- 4.8.4 The Operator shall ensure the water system is maintained in accordance with the appropriate health and safety Legislation, standards, guidance and Approved Codes of Practice (Technical Guidance HSG274 Part 2).
- 4.8.5 The Operator shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.
- 4.8.6 The Operator shall ensure that where domestic hot water is supplied all taps are appropriately labelled.
- 4.8.7 The Operator shall ensure that water closets, drinking fountains and urinals have a supply of cold water, which allows these services to be usable in accordance with the manufacturers' specification.
- 4.8.8 The Operator shall ensure that free drinking water is available at the Facilities.
- 4.8.9 The Operator shall undertake quarterly bacteriological testing of the hot and cold water systems, including sampling for Legionella and TVC.

Reporting Requirements

4.8.10 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.

4.9 Drainage

Overall Requirement

4.9.1 Drainage systems that provide safe effective removal of wastewater, surface water and liquid and solid waste from the facilities in compliance with relevant Legislation

and internal and external drainage systems that are maintained in accordance with the appropriate Health and Safety legislation and standards.

Performance Standards

- 4.9.2 The Operator shall ensure that requirements in building regulations are complied with for foul and surface water drainage.
- 4.9.3 The Operator shall ensure that all relevant areas within the facilities have an adequate drainage and sewage system operating.
- 4.9.4 The Operator shall ensure that discharge temperatures do not exceed recommendations set by the Environment Agency.
- 4.9.5 The Authority shall undertake regular testing and, where appropriate, visual inspections of the external drainage systems.

Reporting Requirements

- 4.9.6 The Operator shall ensure that results of all non-compliant measurements are reported to the Authority.
- 4.9.7 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report with actions identified for rectification.

4.10 Ventilation

Overall Requirement

4.10.1 Ventilation within the Facilities that provides a healthy and suitable environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out at that particular time and is provided in an energy efficient manner.

Reporting Requirements

- 4.10.2 The Operator shall ensure that results of all non-compliant measurements are reported to the Authority.
- 4.10.3 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report with actions identified for rectification.

4.11 Heating (Thermal Comfort)

Overall Requirement

4.11.1 A thermal environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out in an area within the Facilities at a particular time in an energy efficient manner.

- 4.11.2 The Operator must ensure the heating system is maintained in such a manner to achieve the standard in 4.11.4.
- 4.11.3 The Operator must ensure the heating system is maintained in accordance with the appropriate Health and Safety legislation and standards.
- 4.11.4 The temperature levels which must be maintained will be as follows:
 - Changing accommodation / Wet side minimum 21°C
 - Changing accommodation / Dry side 21°C
 - Sports Hall 12 18°C
 - Fitness Suite 14-18°C
 - Other Areas (Bar / Café / Reception / Multi-Purpose Rooms, Circulation Areas) –
 18 22°C.
- 4.11.5 The Operator will be required to record the room temperatures of pool and sporting areas on a weekly basis to ensure the recommended temperatures are maintained.
- 4.11.6 Humidity and temperature within the pool hall must be controlled to prevent undue wear and tear to the building fabric. The Operator will be required to log the results of

any tests taken and will be deemed financially responsible for any costs incurred by the Authority as a result of any such damage.

Reporting Requirements

- 4.11.7 The Operator shall ensure that results of all non-compliant measurements are reported to the Authority.
- 4.11.8 The Operator must submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

4.12 Lighting

Overall Requirement

- 4.12.1 Adequate levels of lighting for the particular activity being undertaken within each area of the Facilities provided in an energy efficient manner and in line with Sport England guidance.
- 4.12.2 Lighting levels that create a safe and comfortable level of illumination for users, spectators and staff adhering to BS EN 12193:2007.

- 4.12.3 The Operator shall ensure that each area within the Facilities has a sufficient lighting level appropriate to its specified use.
- 4.12.4 The Operator shall consider switching off lighting banks parallel to windows and adopt energy management control systems such as time switches, dimmable controls, and presence detectors.
- 4.12.5 The Operator shall ensure the lighting system is maintained in accordance with appropriate health and safety Legislation and standards and to address particular requirements of special needs groups for less powerful lighting.
- 4.12.6 Maintenance of lighting throughout the Facilities must be carried out by a NICEIC approved and / or suitably qualified contractor, with due regard to the recommendations of Sport England Technical Unit. The Operator shall certify that the

- works are in accordance with current recommendations and the Health and Safety at Work etc. Act 1974.
- 4.12.7 The Operator shall ensure that external lighting is provided for security purposes adjacent to the leisure centres, and the Authority shall ensure the same for the car parks.
- 4.12.8 The Operator shall ensure that the number of non-operating lights or tubes does not exceed 10% of the total in any one area of the Facilities.

4.12.9 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

4.13 Pool Water Quality

Overall Requirement

4.13.1 Swimming Pools with a safe and comfortable environment in which customers can participate in both swimming and water sports as required in this Services Specification.

- 4.13.2 The Operator shall ensure that the Swimming Pools are maintained in accordance with the appropriate current and future health and safety legislation and that the following standards are complied with:
 - HSG 179 Health and Safety in Swimming Pools
 - Pool Water Treatment Advisory Group (PWTAG) Code of Practice
 - The Handbook of Sports and Recreational Building Design Volume 3 published as of 1996 and The Pool Water Guide; Treatment and Quality of Swimming Pool Water
 - The Prevenappention or Control of Legionellosis (including Legionnaires Disease) –
 Approved Code of Practice L8 (2013).
- 4.13.3 The Operator shall ensure that all pool water is of the level of quality and temperature stipulated within the guidance listed in 4.13.2.
- 4.13.4 The Operator shall ensure that the pool water is maintained in a 'balanced' condition. The Operator shall ensure that a balanced water test is taken weekly, duly recorded and action taken to ensure that the pool water is 'in balance', corrosion is eliminated, precipitants do not form, and the water is safe for pleasant bathing conditions.
- 4.13.5 The Operator shall ensure that the pool water is tested for pH and free Chlorine as recommended in the guidance highlighted in 4.13.2. The Operator shall ensure that

- complete records are kept of all readings, date, time and type of test. These shall be available for inspection by the Authority at any time.
- 4.13.6 The Operator shall ensure that the filters are backwashed as recommended in the relevant plant maintenance instructions to ensure that the water quality is maintained at the required standard.
- 4.13.7 A pool water dilation rate of 30 litres per bather per day is a PWTAG recommendation that should be followed by the Operator at the swimming facilities. Standards shall be maintained in line with the up-to-date PWTAG recommendations and industry standards.
- 4.13.8 In the event of more stringent standards being set by the Authority and/or the Health and Safety Executive during the Contract Period, the Operator shall adhere to these more stringent standards. The Operator shall not use different chemical constituents to maintain the above standards without the prior approval in writing of the Authority.
- 4.13.9 The Operator shall ensure that at least monthly bacteriological tests are undertaken.
- 4.13.10 The Operator shall ensure that no person is permitted to use the swimming pools who is clearly unwell and may pose a risk of infection to others, including persons with open

- wounds or sores, wearing a bandage, sore or infected eyes or skin and / or discharges from the ears or nose.
- 4.13.11 Environmental Health Officers from the Authority retain the right to take occasional samples of water in the pools for the purpose of verifying the condition of the water.
- 4.13.12 The Operator shall ensure that the maximum instantaneous bather load is not exceeded.

- 4.13.13 The Operator shall report inspections and results of all non-compliant measurements on the ICT Asset Management system. The Operator shall ensure that non-conformance is reported to the Authority.
- 4.13.14 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

4.14 CCTV and Security

Overall Requirement

4.14.1 Facilities that are secure and are supported by systems that provide a safe level of security to customers and staff, but which do not compromise the personal privacy of customers.

- 4.14.2 All relevant areas within the Facilities shall have adequate security arrangements in place.
- 4.14.3 CCTV shall be maintained according to the manufacturer's specification and operated in line with a system that provides a safe level of security to customers during their visit, but which does not compromise the personal privacy of customers.
- 4.14.4 The Operator shall ensure compliance with the Information Commissioner's Code of Practice issued under the Data Protection Act 1998 (or any replacement legislation).
- 4.14.5 The Operator shall at all times be responsible for the total security of the Facilities including all assets, equipment and stock.
- 4.14.6 The Operator shall utilise the security systems installed or provided at the Facilities and shall be fully responsible for its proper maintenance and function. In the event of any alarms or security devices or radios being removed or becoming non-operational or non-maintainable, the Operator shall replace the same with a suitable alternative approved by the Authority.
- 4.14.7 The Operator shall ensure that all external and internal operational CCTV security cameras as part of the security system are operational within the Facilities.
- 4.14.8 The Operator shall be responsible for the safekeeping of any keys to the Facilities and the maintenance of a key register. The Operator shall ensure that a list of key holders, together with their addresses and telephone numbers is supplied to the Authority, the

- alarm company and the Police before the Commencement Date. The Operator shall update the list whenever changes are made and at least quarterly.
- 4.14.9 The Operator shall ensure that the Authorised Officer is informed immediately of any loss of any such keys, and the Operator shall, at their own cost, replace any such keys or replace locks are required by the Authorised Officer and shall reimburse to the Authority any cost of replacement and / or any reasonable security measures implemented as a result of such a loss.
- 4.14.10 The Operator shall supply a list of names, addresses and telephone numbers of members of the Operator's staff who are on a 24 hour call out contact to the Authority, Police, and alarm companies prior to the Commencement Date. This list shall be immediately updated by the Operator and a new list provided in the event that there is a change to any member of staff on the list. One key holder must always be available for call-out in the event of an emergency out of normal operating hours, at a response time of not more than one hour.
- 4.14.11 The Operator shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g., boiler rooms.
- 4.14.12 The Operator shall ensure that appropriate out of hours key holders are appointed to respond to intruder alarms.

4.14.13 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

5 PERFORMANCE MANAGEMENT AND REPORTING

5.1 Planning to Improve (Service Planning)

Overall Requirement

- 5.1.1 An Annual Service Plan that is developed in partnership with the Authority which clearly sets out how the services are to be developed and delivered over the forthcoming year in order to best meet the Authority's Strategic Objectives and contribution towards wider local Strategic Outcomes.
- 5.1.2 The Operator will be required to establish a baseline against the Authority's Strategic Objectives and in partnership develop an Annual Service Plan for continuous improvement in the contribution of the service in delivering those objectives.

- 5.1.3 The Operator acknowledges the importance of a balanced programme and shall prepare an Annual Service Plan for approval by the Authority.
- 5.1.4 The Operator shall ensure that the Annual Service Plan is effective, measurable and sustainable with clearly developed actions on how the Services are to meet the Authority's Strategic Objectives and contribute towards wider local Strategic Outcomes.
- 5.1.5 The Annual Service Plan will set out how the Operator intends to meet the performance Indicator targets following Year 1 of the Contract once a baseline has been established. It will also address issues identified from customer satisfaction data and the achievement of financial targets.
- 5.1.6 The Operator shall identify through the Annual Service Plan and through consultation with the Authority, where it will work with partners within the Facilities and through the Active Communities Programme.
- 5.1.7 The Annual Service Plan shall identify specific areas of joint working with the Authority to reflect the partnership approach in delivering the Services.
- 5.1.8 The Operator shall attend an Annual Service Plan workshop with the Authority one month prior to the Commencement Date and within two weeks of the start of each subsequent year for the duration of the contract.
- 5.1.9 The Annual Service Plan workshop shall provide an opportunity for both parties to work collaboratively to review the Annual Service Plan Report, assess progress and agree targets and actions for the Service Plan for the year ahead.
- 5.1.10 The Operator shall be responsible for producing a draft Annual Service Plan for review at the workshop and for producing the final Annual Service Plan following the workshop.
- 5.1.11 The Operator shall ensure that the Annual Service Plan is developed and implemented. It shall ensure that the draft plan is submitted to the Authority for approval six weeks

- prior to the Commencement Date and six weeks prior to the start of each subsequent year for the duration of the Contract.
- 5.1.12 The Operator shall ensure that the Annual Service Plan sets out in detail how programmes will be measured through the Key Performance Indicators highlighted in 2.10. It should make use of best practice improvement tools including Sport England's Quest scheme and National Benchmarking Service (NBS) (or equivalent), DataHub and Sport England Moving Communities platform.
- 5.1.13 The Operator shall ensure that a key focus of the Annual Service Plan is the development of pathways into sport and physical activity and relationships with local sports clubs, schools, primary care, and community groups in line with both National Governing Bodies of Sport and London Sport's priorities.
- 5.1.14 The Operator shall ensure that the activity programmes within the Annual Service Plan include the following requirements:
 - The programme of activities must meet the aims and objectives of both the Facilities and the Active Communities programme and are flexible enough to accommodate future changes in local demographics, participation trends, needs and policy
 - It should be dynamic, innovative and responsive to the requirements of existing and potential future customers and partners
 - The programme must ensure that all members of local communities may use the Facilities, including underrepresented groups and those from priority localities
 - It must also reflect appropriate local, regional and National Governing Bodies of Sport's policies and programmes with clear pathways identified for participants to progress and develop skills in line with London Sport's priorities.

- 5.1.15 The Operator shall ensure that an Annual Service Plan Progress Update is provided to the Authority on a quarterly basis as part of the Quarterly Performance Report.
- 5.1.16 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.
- 5.1.17 The Operator shall ensure that the draft Annual Service Plan is provided to the Authority six weeks prior to the Commencement Date and six weeks prior to the Annual Service Plan Workshop held at the start of each subsequent Contract Year.

5.2 Meetings and Reporting

Overall Requirement

5.2.1 A structured programme of partnership meetings between the Operator and the Authority and a series of reports, which provide the Authority with information on the

Operator's performance in delivering the Services and plans for the future delivery of the Services.

5.2.2 A clear governance structure for the Contract.

- 5.2.3 The Operator shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery.
- 5.2.4 The Operator shall provide one overall representative or Contract Manager to be its authorised representative for the Facilities and Services operated on behalf of the Authority.
- 5.2.5 The Operator's Contract Manager shall consult with the Authority's authorised officers as often as may reasonably be necessary for the efficient provision of the Services.
- 5.2.6 The Authority shall be entitled to undertake inspections of the facilities and services at any time to monitor and review service delivery. This may include a monthly service review visit by an authorised officer.
- 5.2.7 The Authority and Operator will use Quest reports (or equivalent reports) and the Authority's own inspection reports to monitor, benchmark and improve performance.
- 5.2.8 The Operator's representatives shall attend meetings with the Authority's representative(s) in accordance with the schedule set out in Table 5.

Table 5: Meetings Schedule

Meeting	Attendees	Agenda
Monthly (during 1 st week of each month to review previous month)	Operator's Contract Manager Authority's	Review of operational and contract matters
	Representatives	
Quarterly (within 2 weeks following the start of each quarter to review previous quarter)	Operator's Contract Manager and other Representatives Authority's Representatives	Review of Quarterly Performance Report
Annual Service Plan Workshop (within 2	Operator's Representatives	Review of Annual Service Report (previous year)
weeks of the start of	including senior	Development of Annual Service Plan
each contract year)	manager/director Authority's Representatives	(forthcoming year)

Meeting	Attendees	Agenda
Strategic Partnership Board (Bi-annually)	Operator's Representatives including senior manager/director Authority's Representatives	Progress on Annual Service Plan Progress against Strategic Objectives and contribution towards local strategic outcome Financial performance Service improvement opportunities Variations to contract and commissioning opportunities Other matters of a strategic nature considered appropriate for discussion by the Board.

5.2.9 The plans / programmes listed in Table 6 are to be submitted by the Operator to the Authority for approval.

Table 6: Plans and Programme Reporting

Plan Title	Frequency	Submission Date	
Draft Annual Service Plan	Annual	Six weeks prior to the Commencement Date and one week prior to the Annual Service Plan Workshop.	
Final Annual Service Plan	Annual	Within two weeks following the Annual Service Plan Workshop.	
Active Communities Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.	
Safety Management Improvement Strategy	Annual	One month prior to the Commencement Date an one month prior to the start of each subsequent Contract Year.	
Programme of Use	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.	
Performance Indicator Targets (for implementation the following Contract Year)	Annual	Agreed as part of the Annual Service Plan. Year 1 of the contract will be baselining in order to set new Performance Indicators for Year 2. Subsequent years to be agreed at the Annual Service Plan Workshop.	
Marketing Plan	Annual	One month prior to the Commencement Date an one month prior to the start of each subsequent Contract Year.	
Planned Preventative Maintenance (PPM) Schedule	Annual	One month prior to the Commencement Date and two months prior to the start of each subsequent Contract Year.	

Plan Title	Frequency	Submission Date
Schedule of Programmed Maintenance	Annual	One month prior to the Commencement Date and two months prior to the start of each subsequent
Wantenance		Contract Year.
Environmental and Energy	Annual	One month prior to the Commencement Date and
Management Plan		two months prior to the start of each subsequent Contract Year.
Proposal for changes to	Annual	Minimum of 3 months prior to implementation of
Minimum Opening Hours		proposed changes.
Proposal for changes to	Annual	Minimum of 3 months prior to implementation of
Pricing Schedule		proposed changes.
Emergency and business	Annual	One month prior to the Commencement Date and
continuity Plan		one month prior to the start of each subsequent
		Contract Year.
Quest™ Plus Action Plan –	Biennial	Within one month of the receipt of the Quest™
or equivalent		Plus report.
Workforce Development	Annual	One month prior to the Commencement Date and
Plan		one month prior to the start of each subsequent
		Contract year.

Table 7: Reports

Report Title	Frequency	Submission Date
Quarterly Performance Report	Quarterly	Within one week of the end of each quarter.
Annual Service Report incorporating Active Communities Report	Annual	Within one week of the start of the second Contract Year and one week prior to the Annual Service Plan Workshop for each subsequent Contract Year.
Maintenance Report	Annual	Within one month of the start of the second Contract Year and within one month following each subsequent Contract Year.
Fire Risk Assessments	Annual and based on risk assessment	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Electrical Certificates	As specified by IEE regulations	Within two weeks of receipt of certificate.
Equipment Inventory	Annual	Within one month following the start of each Contract Year.
Licenses and Legislation Compliance Report	Annual	Within one month following the start of each Contract Year.
Quest Plus Report or equivalent	Biennial	Within one week of receipt if commissioned by the Operator).

- 5.2.10 The Quarterly Performance Monitoring Report shall contain details of any failures to maintain the Overall Requirement as set out in this Services Specification.
- 5.2.11 The Quarterly Performance Monitoring Report should be concise and contain a maximum 1-page summary on each of the areas shown in Table 8.

Table 8: Quarterly Performance Report

Consolidated Customer Complaints and Feedback Summary

Consolidated Major Accidents, Incidents, Insurance Claims and near misses Report

KPIs – progress against performance targets

Equalities Impact Monitoring

Energy consumption data

Membership numbers broken down by type

Income and Expenditure accounts broken down by budget headings

Maintenance Programme Progress Update

Service Plan Progress Report

Marketing Plan Progress Report

Service Review Summary Report

Sport England Quest and National Benchmarking Service outputs and subsequent improvement plans, where applicable.

- 5.2.12 An assessment of Key Performance Indicator shall be included as an Appendix to the Quarterly Performance Report.
- 5.2.13 The Annual Service Report shall, as a minimum, provide a summary of the results and recommendations set out in all the reports outlined in Table 7 and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract year.

APPENDICES

Appendix 1 Not Used

Appendix 2 Minimum Opening Hours of Leisure Facilities

	Tooting Leisure Centre	
Current centre opening times	Monday to Friday	6.30am – 10.30pm
	Saturday	7.00am – 7.30pm
	Sunday	7.30am – 9.30pm
	Balham Leisure Centre	
Current centre opening times	Monday to Friday	6.30am – 9.30pm
	Saturday	8.00am – 6.00pm
	Sunday	7.45am – 9.30pm
	Latchmere Leisure Centre	
Current centre opening times	Monday to Friday	6.30am – 9.30pm
	Saturday	7.45am – 8.00pm
	Sunday	7.45am – 8.00pm
	Putney Leisure Centre	
Current centre opening times	Monday to Friday	6.30am – 10.30pm
	Saturday	6.30am – 10.30pm
	Sunday	7.30am – 5.30pm
	Roehampton Sport and Fitt	ness Centre
Current centre opening times	Monday to Friday	7.00am – 10.00pm
	Saturday	8.00am – 5.00pm
	Sunday	8.00am – 5.00pm
	Wandle Recreation Centre	_
Current centre opening times	Monday, Tuesday,	8.00am – 10.00pm
	Thursday	
	Wednesday, Friday	8.00am – 10.30pm
	Saturday	8.30am – 6.30pm
	Sunday	8.30am – 10.00pm
	Tooting Bec Lido	
Current centre opening times	Monday to Friday	6.00am – 8.00pm
	Saturday	6.00am – 8.00pm
	Sunday	6.00am – 8.00pm
	Battersea Sports Centre	
Current centre opening times	Monday to Friday	7.00am – 10.00pm
	Saturday	9.00am – 5.00pm
	Sunday	9.00am – 5.00pm

The above opening times apply on all Bank Holidays except Christmas Day and Boxing Day.

The Authority is willing to consider the Operator's proposals for reduced opening hours on other bank holidays.

Appendix 3 Protected Bookings

See separate document.

Appendix 4 Not Used

Appendix 5 Fees & Charges

	Charge 24/25 (Maximum)	Indicative Charges 25/26 (2.5% uplift)	Category?
Gymnasium/ Fitness Memb	· · · · · · · · · · · · · · · · · · ·		
Gym - Monthly	£81.60	£83.64	Market Price
Gym- Annual	£816.50	£836.91	Market Price
Gym - Monthly Concession Rate	£56.50	£57.91	Market Price
Workout-Monthly	£60.80	£62.32	Market Price
Workout- Annual	£608.00	£623.20	Market Price
Casual - Session	£13.40	£13.74	Market Price
Concession/UB40 - Session	£7.00	£7.18	Market Price
Induction/ Start Up	£38.40	£39.36	Market Price
Induction Concession	£13.60	£13.94	Market Price
All Inclusive Family Membership -	£1,670.70	£1,712.47	Market Price
Annual		,	
All Inclusive Family Membership -	£167.40	£171.59	Market Price
Monthly			
Junior Gym Session	£6.60	£6.77	Market Price
GP Referral Health Initiative	£2.70	£2.77	Market Price
Swim Membership			
Adult - Annual	£418.90	£429.37	Market Price
Senior Citizen - Annual	£128.00	£131.20	Market Price
Adult - Monthly	£41.70	£42.74	Market Price
Family - Annual	£837.80	£858.75	Market Price
Family - Monthly	£83.80	£85.90	Market Price
Swimming Casual		•	
Adults- Indoor	£7.90	£8.10	Market Price
Adults- Lido	£9.40	£9.64	Market Price
Child - Indoor	£4.30	£4.41	Market Price
Child - Lido	£5.90	£6.05	Market Price
OAP's - Indoor Pool	£3.80	£3.90	Market Price
OAP's - Lido	£5.20	£5.33	Market Price
Concessions - Indoor	£3.80	£3.90	Market Price
Concessions - Lido	£5.20	£5.33	Market Price
Registered Disabled	£0.00	£0.00	Market Price
Children Under 8	£0.00	£0.00	Market Price
Swim Members and All Inclusive	£0.00	£0.00	Market Price
Family Indoor Pool (Weekends Only)	£19.60	£20.09	Market Price
Family - Lido	£24.30	£24.91	Market Price
Tooting Inflatable: Per Session, per Hour	£11.40	£11.69	Market Price
Swimming Courses	•		
Swimming Lessons Monthly (DD Only)	£50.50	£51.76	Market Price
Private Lessons 1:1 1/2 hour	£34.10	£34.95	Market Price
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Private Lessons 1:2 1/2 hour Private Lessons 1:3 1/2 hour	£52.10	£53.40	Market Price	
Private Lessons 1:3 1/2 hour			Warkerinee	
· · - -/ - · · - · · ·	£63.00	£64.58	Market Price	
School Swimming Activities				
WBC Schools (per pupil, per academic year)	£43.90	£45.00	Market Price	
Out of Borough/ Private Schools (per pupil, per academic year)	£46.00	£47.15	Market Price	
WBC Schools (per pupil, per session)	£1.70	£1.74	Market Price	
Out of Borough/ Private Schools	£1.75	£1.79	Market Price	
(per pupil, per session)				
Pool Hire - Main Pools				
Putney Club Session (p/h)	£125.30	£128.43	Market Price	
Tooting Club Session (p/h)	£125.30	£128.43	Market Price	
Latchmere Club Session (p/h)	£94.50	£96.86	Market Price	
Balham Club Session (p/h)	£64.60	£66.22	Market Price	
Tooting Bec Lido Club Session (p/h)	£6.70	£6.87	Market Price	
Putney Gala (3 hours)	£6.70	£6.87	Market Price	
Tooting Gala (3 hours)	£6.70	£6.87	Market Price	
Balham Gala (3 hours)	£6.80	£6.97	Market Price	
Club Session - Teaching Pool (p/h)	£44.60	£45.72	Market Price	
Diving Pool			1	
Sub Aqua Club Session (p/h)	£73.00	£74.83	Market Price	
Other Club Sessions (p/h)	£73.00	£74.83	Market Price	
Activities Casual				
Squash (45 Mins)	£16.80	£17.22	Market Price	
Sauna Session	£13.20	£13.53	Market Price	
Hire/ Use of Sports Halls, Martial Arts Clubs etc. (Badminton Court size)	£30.40	£31.16	Market Price	
Hire of All Weather Pitch (p/h)	£101.50	£104.04	Market Price	
WBC School Sports Activity per pupil (p/h)	£1.70	£1.74	Market Price	
Out of Borough/ Private School Sports Activity per pupil (p/h)	£1.75	£1.79	Market Price	
50+ Activity Session	£5.80	£5.95	Market Price	
Table Tennis - Session	£9.60	£9.84	Market Price	
Exercise Class	£12.00	£12.30	Market Price	
Yoga Class	£13.80	£14.15	Market Price	
Badminton peak (p/h)	£22.30	£22.86	Market Price	
Badminton off-peak (p/h)	£19.30	£19.78	Market Price	
Sportshall 4 courts Peak (p/h)	£84.80	£86.92	Market Price	
Sportshall 4 Courts Off-Peak (p/h)	£69.40	£71.14	Market Price	
Volleyball Peak	£48.70	£49.92	Market Price	
Volleyball Off-Peak	£40.00	£41.00	Market Price	
Cricket Nets Peak	£50.30	£51.56	Market Price	

Cricket Nets Off-Peak	£43.70	£44.79	Market Price	
Table Tennis Peak (Badminton	£18.90	£19.37	Market Price	
Court)				
Table Tennis Off-Peak	£15.90	£16.30	Market Price	
Softplay/ Adventure Play	£7.10	£7.28	Market Price	
Hall Hire				
Pavilion Hall (Lido)				
Monday-Friday 6pm (p/h)	£44.50	£45.61	Market Price	
Friday pm, Saturday, Sunday	£56.90	£58.32	Market Price	
(p/h)				
Birthday Parties (2 hours)	£95.30	£97.68	Market Price	
SLSC Members	20% Discount	20% Discount	Market Price	
Commercial Use	By Negotiation	By Negotiation	Market Price	
Wandle Recreation Centre				
Hire of Nursery/ Dojo, Peak (p/h)	£40.50	£41.51	Market Price	
Hire of Nursery/ Dojo, Off-Peak (p/h)	£36.50	£37.41	Market Price	
Commercial Use	By Negotiation	By Negotiation	Market Price	

	Charge 24/25 (Maximum)	Indicative Charges 25/26 (2.5% uplift)	Category?		
Battersea Sports Centre					
Note: Off-Peak Pricing appli	es on weekda	ays between 7am a	and 6pm, and all days		
at weekends. Peak pricing a	pplies betwe	en 6pm and 10pm	on weekdays.		
Indoor Sports Hall					
Indoor Sports Hall, Peak (p/h)	£62.20	£63.76	Market Price		
Indoor Sports Hall, Off-Peak (p/h)	£43.00	£44.08	Market Price		
Outside Area					
Outside Area, Basketball, All	£12.50	£12.81	Market Price		
times (p/h)					
Artificial Grass Pitch					
Artificial Grass Pitch, Off-Peak	£42.50	£43.56	Market Price		
(p/h)					
Artificial Grass Pitch, Peak (p/h)	£66.90	£68.57	Market Price		
Studio/Dojo Area					
Studio/Dojo Area, off-peak (p/h)	£31.00	£31.78	Market Price		
Studio/Dojo Area, Peak (p/h)	£43.00	£44.08	Market Price		
Badminton					
Badminton Court, off-peak (p/h)	£11.10	£11.38	Market Price		
Badminton Court, Peak (p/h)	£16.00	£16.40	Market Price		
Gym Hire					
WBC School Gym Hire, no instructor (p/h)	£42.30	£43.36	Market Price		

Out of Borough/Private School	£44.30	£45.41	Market Price	
Gym Hire, no instructor (p/h)				
WBC School Hire, with instructor	£81.10	£83.13	Market Price	
(p/h)				
Out of Borough/Private School	£84.90	£87.02	Market Price	
Gym Hire, with instructor (p/h)				
Hire of Rooms				
Cafeteria Hire (p/h)	£13.80	£14.15	Market Price	
Treatment/therapy room (p/h)	£16.00	£16.40	Market Price	
Equipment Rental- Balls,	£68.50	£70.21	Market Price	
racquets, stereos (pcm)				
Therapist License Fee	£114.20	£117.06	Market Price	
Sports Hall Event Hire				
Sports Hall Event hire, include	£59.30	£60.78	Market Price	
cafeteria, off-peak (p/h, minimum				
3 hires)				
Sports Hall Event hire, include	£101.60	£104.14	Market Price	
cafeteria, peak (p/h, minimum 3				
hires)				
Birthday Parties,	£118.80	£121.77	Market Price	
Football/multisport, including				
coach and cafeteria (2 hours)				
Birthday Parties,	£105.00	£107.63	Market Price	
Football/multisport, including				
coach and cafeteria (2 hours)				
MEMBER				
Courses/Sessions				
Junior Sports Coaching (p/h)	£4.20	£4.31	Market Price	
Holiday Courses (per day)	£15.90	£16.30	Market Price	
Holiday Courses (per week)	£67.30	£68.98	Market Price	
	•	•	•	

	Pricing (From 05/08/2024)
Core Access for All-:	
Children in receipt of free school meals (all ages), Asylum	n seekers/refugees, Looked after
children/care leavers,	

The offer can also be claimed by those in receipt of:

Universal Credit, Jobseekers Allowance, Housing Benefit, Council Tax Support, Disability Living Allowance, Incapacity Benefit/Severe Disablement Allowance, Carer's Allowance, Child and Working Tax Credit, Income Support, Pension Credit (plus those eligible but not receiving it)

Peak Inclusive Membership (Adult)	£21.50
Peak Inclusive Membership (Children)	£15.00
Casual Activities Peak (adults)	£5.00
Casual Activities Peak (children)	£2.50
Casual Use Off-Peak Gym	£0.00

Casual Use Off-Peak Indoor Swimming	£0.00
Tooting Bec Lido Swimming	130 spaces per session no charge, then casual rates apply
Access for All Students	
Peak Inclusive Membership	£21.50
Casual Activities Peak	£5.00

Appendix 6 Site Boundaries and Plans

To be added on completion of the contract.

Appendix 7 Not Used

Appendix 8 Equipment Inventory

To be added on completion of the contract. See Data Room.

Appendix 9 Not Used

Appendix 10 Equalities Policy

See separate document.

Appendix 11 General Use Agreement (South London Swim Club)

See separate document.