



Northumberland
County Council

Northumberland County Council Services Specification (Schedule 1 of the Leisure Operating Contract)

**Management Contract for Community Leisure and Wellbeing
Services**

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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

- > Contribution to wider strategic priorities and strategic objectives for the Services
- > Facility Management
- > Active Communities Partnership Role
- > Partnership Philosophy and Governance
- > Management Fee
- > Asset Management
- > National Non-Domestic Rates
- > Utilities Costs
- > Addressing Climate Change
- > Managing Performance against Strategic Objectives
- > Quality Management
- > Social Value

Section 3 – Service Requirements

- > Active Communities Partnership Role
- > 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
- > Major Incident Reporting

Asset Management

- > Asset Management Capital and Revenue Funding
- > Building Maintenance
- > Maintenance and Replacement of Equipment

- > Grounds Maintenance
- > Climate Emergency, 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	This document provides the Operator with a high-level summary of the overall requirement for each element of the services
Performance Standards	This document provides a list of standard 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	Details of the reporting requirements that the Operator shall meet in relation to each element of the services in included within this document.

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 Contribution to wider strategic priorities and strategic objectives for the Services

2.2.1 The Strategic Objectives, and contribution to local strategic priorities and objectives, including those stipulated within the [Northumberland Physical Activity Strategy 2020-2023](#), aim to reduce the inactivity gap and have a more physically active population. This will be achieved through planning delivery and monitoring through an inequalities lens, to improve equity in access to opportunities including that of sports development from grass roots to elite level sport across the County.

2.2.2 The Operator shall provide services which demonstrably contribute to the following wider local strategic priorities and objectives as set out in Northumberland County Council's [Corporate Plan](#) and the [2022-2032 Inequalities Plan](#). These are:

- > Ensuring the Council does all it can to support economic recovery and growth across the county
- > Tackling inequalities within our communities, supporting our residents to be healthier and happier
- > In everything we do, we will listen to and communicate with residents, businesses, and partners and, ensure value for money in our services

2.2.3 The Operator shall provide services which demonstrably contribute to the [Northumberland Joint Health and Wellbeing Strategy 2018 – 2028](#), its key themes, outcomes and supporting priority areas. The Key Themes are as follows:

- > Giving children and young people the best start in life
- > Bringing different people, professionals, services and buildings to work together in a whole system approach to health and care
- > Empowering people and communities
- > Tackling the wider determinants of health

2.2.4 The Operator shall provide services which demonstrably contribute to the [Northumberland Physical Activity Strategy 2020 –2028](#).

2.2.5 The Strategy recognises that, whilst there is a need to use a universal approach to tackle inactivity across Northumberland, there is a need to focus capacity and resource to tackle a number of stubborn inequalities that exist in the County.

Health Equity Audit

2.2.6 The Authority has reaffirmed its commitment to tackling inequalities across the County and as such has undertaken a health equity audit for leisure (gym, swim and classes) to understand who is currently accessing and how representative that is of the local resident demographic profile. The results of the HEA can be found in the data room and will form a baseline for the new operator to develop targets to close the inequality gap.

2.2.7 Following the HEA, the delivery and monitoring of this contract are expected to be undertaken through an inequalities lens to improve equity in access to opportunity.

Strategic Objectives for the Services

2.2.8 Drawing from the strategic documents above the following Strategic Objectives apply to the contract:

1. To increase physical activity participation in leisure services amongst all residents, with the demographics of service users being representative of the Northumberland population.
2. To contribute towards closing the health inequalities gap in the County by increasing physical activity in leisure services for specific groups identified as inactive or at risk of poor health outcomes:
 - Those from lower socio-economic groups
 - People with long term health conditions
 - People with disabilities
 - Women and girls
 - Young people
 - Residents from rural communities
3. To strive towards all young people obtaining statutory swimming attainment levels by Key Stage 2.
4. To work with the Council and local health partners to deliver, enable and promote specific mental and physical health, recovery and preventative interventions.
5. To deliver high quality leisure facilities and services for physical activity and wellbeing.
6. To clearly demonstrate value for money in relation to Council investment and users in the service.
7. To ensure the leisure facilities contribute towards reducing carbon emissions
8. To ensure the leisure facilities deliver an improved social impact by contributing towards building stronger and more connected communities.
9. To ensure digitally excluded residents have access to leisure services.
10. To maintain a well-trained, motivated, satisfied and supported workforce to deliver the services.

2.2.9 It is recognised that over the life of the Contract the Strategic Objectives will 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 over the course of the contract term.

2.3 Facility Management

2.3.1 Table 1 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 Facilities

Ashington Leisure Centre		
Current centre opening times:	Monday to Friday	Weekend
	Mon – Thurs: 06:15 –22:00 Fri: 06.15 – 21:00	08:00 – 18:00
Address		
Main swimming pool	25m x 13m 6 lanes. Moveable floor	
Teaching pool	13m x 7m	
Leisure water	No	
Sports hall	4 x Badminton Courts	
Treatment rooms	Tranquillity Spa, Steam and Sauna Rooms	
Fitness suite (Gym)	Yes	
Exercise / Dance Studios	2 x Dedicated Cycling Studios	
Bowls	No	
Squash courts	No	
Ancillary facilities e.g., Café / Bar	Yes	
Multi-Use Games Area	Yes	
Outdoor synthetic pitches	Expert Cricket Centre	
Athletics Arena	No	
Gymnastics hall	Yes	
Climbing wall	No	
Dry changing rooms	Yes	
Wet changing rooms	Yes	
Conference rooms	Yes	
Car Parking	Yes	
Northumberland County Council use	Emergency planning and response Polling station Library	
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm	

Berwick Sports & Leisure Centre		
Current centre opening times:	Monday to Friday	Weekend
	06:15 – 21:30	08:00 – 18:00
Address	Northumberland Road, Tweedmouth, Berwick-upon-Tweed TD15 2AS	

Berwick Sports & Leisure Centre	
Main swimming pool	25m x 11m, 5 lane
Learner / Studio Pool	11m x 7m, with moveable floor
Leisure water	Slide & splash area
Sports hall	4 x badminton court sports hall (under construction – completion expected November 2022)
Treatment rooms	Tranquility Spa, sauna & steam room
Fitness suite (Gym)	1 x 100 stations
Exercise / Dance Studios	Dedicated cycling / spinning studio (60m ²) 2 fitness studios 180m ² / 36 person & 120m ² / 24 person
Bowls	Indoor Lawn Bowls Hall
Squash courts	No
Ancillary facilities e.g., Café / Bar	Cafe, adjacent to soft play
Multi-Use Games Area	No
Outdoor synthetic pitches	Full size 3G
Athletics Arena	No
Gymnastics hall	No
Climbing wall	No
Dry changing rooms	Yes
Wet changing rooms	Yes
Conference rooms	No
Car parking	Yes – free for all users
Other facilities	Large 3 story soft play adjacent to café area
Northumberland County Council use	Emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 34pm

Blyth Sports Centre		
Current centre opening times:	Monday – Friday	Weekend
	06:15-22:00	Saturday 07:00 – 17:00 Sunday 07:00 – 22:00
Address	Bolam Park, Blyth, NE24 5BT	
Main swimming pool	2 pools, 25m x 13m, 6 lane, movable floor	
Learner / Studio Pool	12.8m x 6m	
Leisure water	No	

Blyth Sports Centre	
Sports hall	8 x badminton court sports hall
Treatment rooms	Tranquility Spa, sauna & steam room
Fitness suite (Gym)	1 x plus function training area. 75 stations
Exercise / Dance Studios	Dedicated cycling / spinning studio 2 fitness studios
Bowls	No
Squash courts	No
Ancillary facilities e.g., Café / Bar	Cafe
Multi-Use Games Area	No
Outdoor synthetic pitches	No
Athletics Arena	No
Gymnastics hall	No
Climbing wall	No
Dry changing rooms	Yes
Wet changing rooms	Yes
Conference rooms	No
Car parking	Yes – free for all users
Other facilities	Large 3 story soft play adjacent to café area
Northumberland County Council use	Learning and Skills Service on site Emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm

Concordia Leisure Centre, Cramlington		
Current centre opening times:	Monday to Friday	Weekend
	06:15 – 22:00	Saturday 07:00 – 19:00 Sunday 07:00-18:00
Address	Cramlington, Forum Way, Cramlington, NE23 6YB	
Main swimming pool	No	
Learner / Studio Pool	No	
Leisure water	Yes	
Sports hall	4 x badminton court sports hall	
Treatment rooms	Tranquility Spa, sauna & steam room	
Fitness suite (Gym)	1 x 88 stations	

Concordia Leisure Centre, Cramlington	
Exercise / Dance Studios	1 x dedicated cycling / spinning studio 2 x fitness studios
Bowls	Ten Pin Bowling
Squash courts	No
Ancillary facilities e.g., Café / Bar	Cafe
Multi-Use Games Area	No
Outdoor synthetic pitches	No
Athletics Arena	No
Gymnastics hall	No
Climbing wall	Clip & Climb
Dry changing rooms	Yes
Wet changing rooms	Yes
Conference rooms	No
Car parking	Yes – free for all users – up to 4 hours
Other facilities	Large 3 story soft play adjacent to café area
Northumberland County Council use	Emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm

Morpeth Leisure Centre (New)		
Current centre opening times:	Monday – Friday	Weekend
	Monday – Thursday 6.20am - 10pm Friday 6.20am - 9pm	8am - 6pm
Address	Gas House Lane, Morpeth, NE61 1SR	
Main swimming pool	25m x 13m, 6 lane	
Learner / Studio Pool	13m x 7m with moveable floor	
Leisure water	No	
Sports hall	4 x badminton court sports hall	
Treatment rooms	Yes, tranquility spa, sauna, steam room, relaxation area Salus Chiropractic Sports Clinic on site	
Fitness suite (Gym)	1 x 100 stations	
Exercise / Dance Studios	Dedicated cycling studio (90m ²) 2 x fitness studios 225m ² / 45 person & 150m ² / 30 person	
Bowls	No	

Morpeth Leisure Centre (New)	
Squash courts	No
Ancillary facilities e.g., Café / Bar	Cafe
Multi-Use Games Area	No
Outdoor synthetic pitches	No
Athletics Arena	No
Gymnastics hall	No
Climbing wall	No
Dry changing rooms	Yes
Wet changing rooms	Yes, changing places facility
Conference rooms	No
Car parking	Yes – free for all users, using parking disc
Other facilities	Soft Play
Northumberland County Council use	Library Service on site Learning & Skills Service on site Emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm

Newbiggin Sports Centre		
Current centre opening times	Monday – Friday	Weekend
	Monday – Thursday 9am – 10pm Friday – 9am – 8pm	09:00-14:00
Address	Woodhorn Road, Newbiggin by the Sea, NE64 6HG	
Main swimming pool	No	
Teaching pool	No	
Leisure water	No	
Sports hall	6 x Badminton Sports Hall	
Treatment rooms	No	
Fitness suite (Gym)	Yes	
Exercise / Dance Studios	Dedicated Cycling Studio	
Bowls	No	
Squash courts	3 x Squash Courts	
Ancillary facilities e.g., Café / Bar	Yes	

Newbiggin Sports Centre	
Multi-Use Games Area	Yes
Outdoor synthetic pitches	Outdoor Grass Pitch
Athletics Arena	No
Gymnastics hall	
Climbing wall	No
Dry changing rooms	Yes
Wet changing rooms	No
Conference rooms	Yes
Car Parking	Yes
Northumberland County Council use	Library Service Emergency planning and response Polling station Northumberland Communities Together
Minimum Operating Hours set out in Service Contract	Monday - Friday 7am - 9pm Saturday - Sunday 9am - 4pm

Ponteland Leisure Centre		
Current centre opening times:	Monday to Friday	Weekend
	06:00 – 22:00	08:00 – 16:00 08-00 - 1700 Sun
Address	Callerton Lane, Ponteland, NE20 9EG	
Main swimming pool	25m x 13m, 6 lane with moveable floor	
Learner / Studio Pool	13m x 7m	
Leisure water	Aqua play area within pool hall	
Sports hall	4 court sports hall - 33m x 18m with clearance	
Treatment rooms	Tranquillity Spa, jacuzzi, sauna, steam room	
Fitness suite (Gym)	1 x 100 stations	
Exercise / Dance Studios	2 studios (school use one during the day) Spinning Studio (28 stations & projection)	
Bowls	No	
Squash courts	No	
Ancillary facilities e.g., Café / Bar	Café & kiosk on ground floor Sports Bar & Kitchen on 1 st floor	
Multi-Use Games Area	2 MUGA accommodating 6 Tennis courts and 4 Netball courts	
Outdoor synthetic pitches	1 x full size pitch	
Athletics Arena	No	

Ponteland Leisure Centre	
Gymnastics hall	No
Climbing wall	Clip & Climb with interactive wall
Dry changing rooms	Yes, including outdoor x 8 Gym & Spa change on 1 st floor
Wet changing rooms	Yes for pool
Conference rooms	No
Car parking	Yes – free for all users
External facilities (grass)	Football x 4 pitches 1 x adult full size pitch – 1 Leased to Ponteland Utd 1 x under 9 pitch 1 x under 7 pitch 1 x under7 / under 8 pitch Rugby x 3 pitches 1 x adult rugby pitch – Leased to Ponteland RFU 2 x rugby training pitches (1 x Floodlight) Cricket x 1 pitch Leased to Ponteland CC
Other facilities	Large soft play
Northumberland County Council use	Library Service on site To be used for emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm

Prudhoe Water World		
Current centre opening times:	Monday to Friday	Weekend
	07:00 – 21:45 Friday 07:00 – 20:45	08:00 – 18:00
Address	Front Street, Prudhoe, NE42 5DQ	
Main swimming pool	25m x 9m	
Learner / Studio Pool	No	
Leisure water	Yes	
Sports hall	No	
Treatment rooms	No	
Fitness suite (Gym)	48 station health and fitness gym.	
Exercise / Dance Studios	Fitness studio – 13m x 8m.	
Bowls	No	
Squash courts	No	

Prudhoe Water World	
Ancillary facilities e.g., Café / Bar	Café
Multi-Use Games Area	No
Outdoor synthetic pitches	No
Athletics Arena	No
Gymnastics hall	No
Climbing wall	No
Dry changing rooms	Yes for gym
Wet changing rooms	Yes for pool
Conference rooms	No
Car parking	Yes – free for all users
External facilities (grass)	N/A
Other facilities	N/A
Northumberland County Council use	To be used for emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm

Wentworth Leisure Centre, Hexham		
Current centre opening times:	Monday to Friday	Weekend
	06:30 – 22:00	08:00 – 18:00
Address	Wentworth Place, Hexham, NE46 3PD	
Main swimming pool	2 x 25m x 13m, 6 lane, moveable floor	
Learner / Studio Pool	No	
Leisure water	No	
Sports hall	4 x badminton court indoor sports hall. 26m x 32m with clearance.	
Treatment rooms	Tranquility Spa, sauna & steam room	
Fitness suite (Gym)	1 x 76 stations	
Exercise / Dance Studios	Fitness studio 20m x 7m	
Bowls	Ten Pin Bowling	
Squash courts	No	
Ancillary facilities e.g., Café / Bar	Café	
Multi-Use Games Area	No	
Outdoor synthetic pitches	No	

Wentworth Leisure Centre, Hexham	
Athletics Arena	Synthetic 400m oval track with 110m sprint. 7 sprint lanes and 6 oval track lanes with an infield grass surface.
Gymnastics hall	No
Climbing wall	No
Dry changing rooms	Yes for gym
Wet changing rooms	Yes for pool
Conference rooms	No
Car parking	Yes – free for all users
External facilities (grass)	N/A
Other facilities	Large soft play
Northumberland County Council use	Learning and Skills Service on site To be used for emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm

Willowburn Leisure Centre, Alnwick		
Current centre opening times:	Monday to Friday	Weekend
	07:00 – 22:00	08:00 – 20:00
Address	Willowburn Ave, Alnwick NE66 2JH	
Main swimming pool	25m x 13m, 6 lane, moveable floor	
Learner / Studio Pool	10m x 8m	
Leisure water	No	
Sports hall	4 x badminton court indoor sports hall. 21.35m x 40.6m with clearance	
Treatment rooms	Tranquility Spa, sauna & steam room	
Fitness suite (Gym)	1 x 45 stations	
Exercise / Dance Studios	Fitness studio - 15m x 7m	
Bowls	No	
Squash courts	No	
Ancillary facilities e.g., Café / Bar	Café	
Multi-Use Games Area	No	
Outdoor synthetic pitches	No	
Athletics Arena	No	
Gymnastics hall	No	

Willowburn Leisure Centre, Alnwick	
Climbing wall	Bouldering wall
Dry changing rooms	Yes for gym
Wet changing rooms	Yes for pool
Conference rooms	No
Car parking	Yes – free for all users
External facilities (grass)	N/A
Other facilities	Large soft play
Northumberland County Council use	Office for Sports Development use To be used for emergency planning and response Polling station
Minimum Operating Hours set out in Service Contract	Monday – Friday 7am – 9pm Saturday – Sunday 9am – 4pm

2.4 Active Communities Partnership Role

- 2.4.1 The Operator will act as a partner to the Authority and the Authority’s strategic partners to support, enable, nurture and facilitate community-led and community-based activity in the County. The Operator will have a dedicated senior manager role within the contract who is responsible for overseeing this function. Their primary purpose shall be to develop and maintain partnerships with stakeholders and community groups, ensure integration of this activity with wider delivery of the Services and develop opportunities to maximise the impact and reach of the Services into communities.
- 2.4.2 The Operator will deliver the required outputs which support the Authority’s Strategic Objectives for the service and contribute towards wider local strategic priorities and objectives. The required outputs of the Active Communities Partnership Role are shown in Table 2.

Table 2: Active Communities Partnership Role

Required outputs
<ul style="list-style-type: none"> > To be an active member of the Leisure Collaborative support the coproduction of programmes and activities within communities. > Engage with local employers to improve / impact the health and wellbeing of their staff. > Liaise with Communities, Leisure and Wellbeing Board reporting progress with organisations, clubs providing feedback / surveys / business development opportunities to assist with: <ul style="list-style-type: none"> • 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 • An increase in the number of volunteers, volunteering opportunities and support volunteers

Required outputs

- Support for local Clubs in terms of access to facilities, assistance with member, volunteer and coach recruitment etc
 - To liaise with National Governing Bodies to widen participation for sports and Sports Clubs
 - To facilitate increased opportunities for access to sport and physical activity opportunities within priority localities as determined by the Health Equity Audit but maintaining local placed based delivery
 - Facilitate / produce a year-round (term time only) programme of after school sport and physical activity and non-term time Holiday Activity and Food Programme as part of the Authority's strategic HAF programme of enrichment.
- > Create a proactive relationship with the Authority's Health Trainers and NHS Social Prescribers to act as bridging advocates to encourage the less confident to try out facilities and encourage regular attendance.
 - > Ensure that all staff are trained in Making Every Contact Count to ensure a fully holistic appreciation of barriers and enablers to increasing participation.
 - > Develop an Active Communities Plan in conjunction with Public Health and specific services, Sports Development, and Northumberland Communities Together

2.4.3 The Active Communities Partnership Role, shall have a focus on working proactively in partnership with the Authority, Active Partnership RISE , Integrated Care Boards (ICBs), primary care, National Governing Bodies for sports, local community groups, charities, clubs, voluntary organisations and other services such as Public Health, Education, Children and Youth Services and Adult Social Care Northumberland Communities Together and engage with community groups and stakeholders that have a responsibility in physical activity and sport delivery.

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 overarching principles:

- > The Authority's current Corporate Values of putting residents first, excellence and quality, respect and keeping our communities safe and well
- > Commitment to the Five principles driving the Northumberland Inequalities Plan
- > A shared commitment to increasing participation in sport and physical activity and championing inclusivity in Northumberland particularly amongst identified under-represented groups including disabled people
- > Proactive collaboration and cooperation
- > Partnership working with key public, private and third sector organisations involved with enabling and delivering opportunities for sport and physical activity participation
- > Effective and regular communication
- > A culture of continuous improvement

- > A proactive approach to identifying new opportunities to develop or enhance the services.
 - > Organisational values that are consistent with the values of the Authority with regards to workforce; health and wellbeing, procurement, promotion and overall service delivery including health in all policies
- 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 Partnership Board for The Community Leisure and Wellbeing Contract.
- 2.5.4 The Partnership Board’s Community Leisure and Wellbeing Contract Management meeting programme shall be established within one month of the contract commencement date and the meetings will include the following representatives:
- > Director of Community Life (the Authority)
 - > Contract Manager (the Authority)
 - > Executive Director of Public Health (the Authority)
 - > Managing Director (Operator)
 - > Operations/Regional Director (Operator)
 - > Contract Manager (Operator).
- 2.5.5 The Community Leisure and Wellbeing Contract Management meeting shall be chaired by the Authority, meet quarterly and matters to be discussed shall include but not be limited to the following:
- > Progress on Annual Service Plan and Quarterly Performance Report
 - > Progress against Strategic Objectives and contribution towards wider local strategic priorities
 - > Financial performance
 - > Strategic operational delivery
 - > 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 Community Leisure and Wellbeing Contract Management meetings to help the Board’s understanding of a particular matter 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 in return / in exchange for a management fee. The management fee payment will be payable quarterly in arrears and shall be exclusive of VAT.
- 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. Full details of the split in responsibilities are provided in Section 4: Asset Management of this document and Appendix 7.
- 2.7.2 The Operator shall be responsible for repair and maintenance of all fixtures and fittings, 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), excluding those major plant items listed in Appendix 7 Lifecycle Replacement Responsibility Schedule that are shown as being the Authority's responsibility for repair and replacement.
- 2.7.3 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.
- 2.7.4 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 National Non-Domestic Rates

- 2.8.1 The Operator is responsible for all National Non-Domestic Rates (NNDR) at the Facilities.

2.9 Utility Costs

- 2.9.1 The contract allows for a shared risk in relation to energy. The Operator is responsible for payment of utility costs at the Facilities and is required to keep a monthly record of all utility consumption for each Facility. The Operator is responsible for submitting, on a monthly basis to the Authority, utility consumption figures for the previous month at each Facility.
- 2.9.2 Adjustments to the management fee the Authority will be subject to actual consumption levels within the target consumptions rates and any changes in energy tariffs, in accordance with an energy benchmarking process set out in Schedule 17 of the Contract.
- 2.9.3 Where viable alternative energy source or energy saving initiatives are identified by the Authority (e.g. connecting centres to District Heating Networks) the Operator will work with the Authority to facilitate their implementation, and review the benchmarking schedule accordingly.

2.10 Addressing Climate Change

- 2.10.1 The Operator shall commit to supporting the Authority's [Climate Emergency Action Plan 2021-2023](#) through responsible environmental and energy management and the efficient use of energy throughout its operations. It shall also recognise 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 Climate Emergency commitment which sets out the Authority's ambition for the County of Northumberland to be carbon neutral by 2030" which sets out Northumberland County Council aims and objectives for minimising its environmental impact.
- 2.10.2 The Operator shall provide information for the Authority's Environmental Management Systems to enable it to monitor the Authority's carbon footprint.

2.11 Managing Performance against Strategic Objectives

- 2.11.1 The Operator is required to deliver the services to meet the Authority’s Strategic Objectives and to contribute towards wider local priorities and objectives.
- 2.11.2 The Operator will adhere to agreed Key Performance Indicator targets (see below) and also collate information that will inform Public Health intelligence and impact local priorities and objectives. The information required is included in the data room. Please see Appendix 13.
- 2.11.3 The performance indicators shown in Table 3 and Table 4 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.
- 2.11.4 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.
- 2.11.5 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.
- 2.11.6 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 3: Core Measures

	Core Measure	Description	Source	Time Period	Analysis
1	Total Members > Number of members split by membership type > Number of members attending with a carer	Total number of members by facility	Leisure management system feed	Monthly breakdown Last quarter vs same quarter previous year	Numbers % change
2	Total casual users > Casual users paying a concession rate > Number of casual users attending within a carer	Total estimate number of unique casual users by facility	Leisure management system feed / Proxies for unique participant equivalent calculation	Monthly breakdown Last quarter vs same quarter previous year	Numbers % change

	Core Measure	Description	Source	Time Period	Analysis
3	Baseline activity (active days – at least 30 minute of moderate intensity exercise – per week) a. 0 days b. 1 days c. 2 days d. 3 days e. 4 days f. 5 days g. 6 days h. 7 days	Total members and unique casual visitors (where applicable) by baseline activity level at registration	Leisure management system feed	Monthly breakdown Last quarter vs same quarter previous year	Numbers %
4	Gender breakdown a. Male b. Female c. Other	Total number of members and casual visitors (participants) and visits (throughput) by facility split by gender category	Leisure management system feed	Monthly breakdown Last quarter vs same quarter previous year	Vs Local catchment demographics – numbers and %
6	Ethnicity breakdown: a. White b. Mixed c. Asian or Asian British d. Black or Black British e. Other ethnic group	Total number of members and casual visitors (participants) and visits (throughput) by facility split by ethnicity	Leisure management system feed	Monthly breakdown Last quarter vs same quarter previous year	Vs Local catchment numbers and %
7	Long term (12-months or more) health conditions, impairment or illnesses: a. Long term pain b. Chronic health condition c. Mobility d. Dexterity e. Mental health f. Visual g. Breathing h. Memory i. Hearing j. Learning k. Speech	Total number of members and casual visitors (participants) and visits (throughput) with a long-term health condition, impairment or illness by facility	Leisure management system feed	Monthly breakdown Last quarter vs same quarter previous year	Numbers and % vs disease JSNA and local health profile data

	Core Measure	Description	Source	Time Period	Analysis
	<ul style="list-style-type: none"> l. Social or behavioural m. Other i. None of these j. Prefer not to say 				
8	Socio-economic status (using postcode data and IMD 1-10)	Total number of members and casual visitors (participants) and visits (throughput) by facility split by employment status	Leisure management system feed	Monthly breakdown Last quarter vs same quarter previous year	Vs Local catchment - numbers and %
9	Employment status <ul style="list-style-type: none"> a. Employee b. Self-employed c. Unemployed d. Full-time Student e. Retired f. Other 	Total number of members and casual visitors (participants) and visits (throughput) by facility split by employment status	Leisure management system feed	Monthly breakdown Last quarter vs same quarter previous year	Vs Local catchment - numbers and %
10	Customer Experience	Customer surveys, NET, QUEST Number of complaints Adherence to complaints timeframe Quality Frameworks	Quality Framework	Monthly breakdown	% Themes Comparison
11	Service Delivery	Recruitment and retention figures Employee Attendance Rate Staff Turnover Annual staff survey -wellbeing, satisfaction	ESR	Monthly breakdown	%

	Core Measure	Description	Source	Time Period	Analysis
		<p>Vacancy rates</p> <p>Cleaning and hygiene audits</p> <p>Staff training – Safeguarding, IG, CPR, Stat Mand, MECC</p>			
12	<p>Social Value Demonstration of stronger more connected communities for social and community development</p> <p>Mental Health Wellbeing Warwick Edinburgh Standardised questions</p>	Quantified social value estimate to inform understanding the wider social benefits and value of sport and physical activity interventions and reporting against the Operator’s tendered social value commitments.	<p>Leisure management system feed</p> <p>Social Value framework</p>	Quarterly reporting. To be reviewed year on year	<p>Estimate of social delivered (annual) - £</p> <p>Numbers and % change</p>
13	Income	<p>Reporting on core areas of income at each facility including:</p> <ul style="list-style-type: none"> > Health and Fitness > Swimming – Lessons > Swimming – Other > Other indoor activities > Outdoor activities > Other Income 	Leisure management system feed	Monthly Breakdown	
14	Expenditure	<p>Reporting on core areas of expenditure at each facility including:</p> <ul style="list-style-type: none"> > Staffing > Utilities 	Leisure management system feed	Monthly breakdown	

	Core Measure	Description	Source	Time Period	Analysis
		<ul style="list-style-type: none"> > Repairs and Maintenance > Equipment > Management Costs > Costs of Sales > Other expenditure 			
15	Total throughput by activity (shown below)	Total number of visits to each facility including by members and casuals split by type of activity	Leisure management system feed	Monthly	<p>Numbers and %</p> <p>Activities Numbers of repeat visits</p> <p>Activity levels throughout opening periods – separate gym, classes and swimming</p> <p>Occupancy rates by activity, swimming pools, gyms, indoor / outdoor pitches, fitness studios</p>
<ul style="list-style-type: none"> a. Athletics b. Fitness (Gym) c. Group workout d. Swimming lessons e. Swimming or other pool-based activity f. Badminton g. Martial arts h. Indoor football 			<ul style="list-style-type: none"> k. Gymnastics l. Basketball m. Volleyball n. Table tennis o. Tennis p. Other indoor activity q. Other outdoor activity r. Spectator s. Another type of activity (non-sporting) 		

Table 4: Performance Indicators against Strategic Objectives

Strategic Objective	Performance Indicators
<p>1. To increase physical activity participation in leisure services amongst all residents, with the demographics of service users being representative of the Northumberland population.</p>	<p>PI 1.1 Number of unique participants visiting leisure centres per week as a percentage of the total residents in the County:</p> <ul style="list-style-type: none"> t. At least once a week u. At least twice a week v. At least three times a week <p>PI 1.2 Representation of users compared to NCC demographics (see Core Measure 4):</p> <ul style="list-style-type: none"> a. Male b. Female c. Other d. Age 1 – 15 e. Age 16 – 24 f. Age 25 – 34 g. Age 35 – 44 h. Age 45 – 54 i. Age 55 – 64 j. Age 65 – 74 k. Age 75 – 84 l. Age 85+ <p>PI 1.3 Representation of users by socio economic group (using postcode data and IMD 1-10) – see Core measure 8</p>
<p>2. To contribute towards closing the health inequalities gap in the County by increasing physical activity in leisure services for specific groups identified as inactive or at risk of poor health outcomes:</p> <ul style="list-style-type: none"> a. Those from lower social economic groups b. People with long-term health conditions or disability c. Women and girls d. Young people e. People with disabilities f. Residents from rural communities 	<p>PI 2.1a Number of people with declared disabilities who are residents visiting the leisure centre once per week</p> <p>PI 2.1b Number of people with declared disabilities who are residents visiting the leisure centre twice per week.</p> <p>PI 2.2a Number of people on means tested welfare support low incomes who are residents visiting the leisure centre twice per week.</p> <p>PI 2.2b Number of people on means tested welfare support low incomes who are residents visiting the leisure centre twice per week.</p>

Strategic Objective	Performance Indicators
	<p>PI 2.3 Percentage of front-line staff who have had specialist quality training regarding disabled users for people with physical or mental health conditions within the last 12 months.</p> <p>PI 2.4 Number of programmed sessions per annum targeted at: Beginners People with disabilities Women and girls</p> <p>PI 2.5 Total number of members and unique casual visitors living in outputs areas with a rural area classification (based on resident postcode)</p>
<p>3. To strive towards all young people obtaining statutory swimming attainment levels by Key Stage 2.</p>	<p>PI 3.1 Percentage of children in Northumberland achieving KS2 national curriculum standard.</p> <p>PI 3.2 Number of under 11's (unique participants) participating in swimming lesson programmes within leisure facilities (and as proportion of resident population).</p> <p>PI 3.2 Percentage of local primary schools using NCC swimming pools.</p>
<p>4. To work with the Council and local health partners to deliver, enable and promote specific health and recovery-based interventions.</p>	<p>PI 4.1 Number of specific health and recovery-based intervention sessions delivered (directly or in partnership) at Facilities.</p> <p>PI 4.2 Number of participants (unique users) attending health and recovery-based sessions being delivered at Facilities:</p> <p>PI 4.3 Proportion of health and recovery-based programme attendees becoming regular users.</p>
<p>5. To deliver high-quality leisure facilities and services for physical activity and wellbeing</p>	<p>PI 5.1 Customer and partner satisfaction indicators captured through an on-going monthly rolling programming e.g. Net Promoter Score (NPS):</p>

Strategic Objective	Performance Indicators
	<ul style="list-style-type: none"> a. Overall service b. Staff / coaches c. Access and parking d. Facilities / Maintenance e. Catering f. Cleanliness g. Changing rooms h. Value for money <p>PI 5.2 Quest / Quest Plus / Quest Stretch scores for Facilities and Active Communities Service. Minimum score of Good or above for all assessments.</p> <p>PI 5.3 Customer retention data – memberships and coaching / lesson courses</p> <p>PI 5.4 Mystery Visit scores</p> <p>PI 5.4 Customer retention:</p> <ul style="list-style-type: none"> i. Health & fitness attrition rates j. % of swimming lesson service users retained for full year k. Swimming membership attrition rates. l. Reasons for leaving
<p>6. To clearly demonstrate value for money in relation to Council investment and users of the services.</p>	<p>PI 6.1 Customer survey results – satisfaction with value for money Non-use surveys – satisfaction with value for money</p> <p>PI 6.2 Council surplus / subsidy payment per visit to leisure centres</p> <p>PI 6.3 Core facility utilisation for each site:</p> <ul style="list-style-type: none"> > Swimming pools > Health and Fitness gyms > Sports halls > Studios
<p>7. To ensure the leisure facilities contribute towards reducing carbon emissions</p>	<p>PI 7.1 Percentage target reduction in annual energy and water consumption</p>

Strategic Objective	Performance Indicators
	PI 7.2 Carbon emissions by Facility (annual reductions)
8. To ensure the leisure facilities deliver an improved social impact by contributing towards building stronger and more connected communities	PI 8.1 Total social value delivered (using industry recognised methodology agreed with Council) PI 8.2 Percentage of the workforce that are Northumberland residents and the extent to which the workforce is representative of the local demographic profile. PI 8.3 Number of workforce development opportunities provided through the employment of apprentices, new roles and provision of work placements PI 8.4 Number of local companies used in the supply chain.
9. To ensure digitally excluded residents have access to leisure services.	PI 9.1 Provision of non-digital marketing material promoting facilities, services and programmes. PI 9.2 Number of non-digital customer feedback engagements (and % of total) PI 9.2 Number of non-digital customer transactions – i.e. in person and telephone (and % of total)
10. To maintain a well-trained, satisfied and supported workforce to deliver the services	PI 10.1 Staff turnover / retention rates PI 10.2 Staff satisfaction levels from staff surveys PI 10.3 % completion of Annual Training Plan (or equivalent)

2.11.7 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 as part of the Health Equity Audit cycle.

- 2.11.8 A draft Annual Service Plan and associated development plans shall be provided to the Authority two months prior to the Commencement Date and two months prior to the start of each subsequent Contract Year.
- 2.11.9 The Operator must provide a Quarterly Performance Report and detailed Annual Service Report both containing qualitative (e.g. service user insights and case study examples) and quantitative evidence of how the Operator is delivering the Authority's Strategic Objectives for the service and contributing to wider local Strategic Outcomes.
- 2.11.10 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.

2.12 Quality Management

- 2.12.1 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 service users experience.
- 2.12.2 The Operator shall achieve and maintain the Sport England recommended Quest Facility Management accreditation scheme (or any equivalent successor scheme) for the Facilities and Quest for the Active Communities Programme. This should be obtained by the end of year 2 of the Contract for each of the Facilities. The Operator will complete Quest accreditation modules addressing both Inequalities and Data.
- 2.12.3 The Operator shall maintain these accreditations for the duration of the Contract.
- 2.12.4 Quest scores will be included in the Annual Service Plan and improvement targets will be specified
- 2.12.5 The Authority shall commission and fund Quest with the Operator being required to maintain these accreditations throughout the Contract period.
- 2.12.6 The Authority shall inform the Operator of the results of its Quest assessments and any follow-up assessments within seven business days of receiving notification.
- 2.12.7 The Operator shall include its response to Quest assessments via an improvement plan within the appropriate Quarterly Performance Report.

2.13 Social Value

- 2.13.1 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.
- 2.13.2 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 disadvantaged people in the County.
- 2.13.3 The Operator shall offer a number of routes to full-time employment or training which are targeted at specific sectors of the community in the County. This should include the provision of work placement opportunities, including apprenticeships, for 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, Intersex, Asexual, Aromantic and Agender (LGBTQIA+)
- > long term unemployed
- > care leavers
- > ex-offenders
- > NEETS (Not in Education, Employment or Training)
- > individuals recovering from homelessness
- > over fifties returning to employment
- > people who are on long term benefits.

- 2.13.4 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 the County through its procurement of supplies and sub-contractors and through the delivery of the Services.
- 2.13.5 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.
- 2.13.6 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 in the County.
- 2.13.7 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.
- 2.13.8 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.

3. Service Requirements

3.1 Active Communities Partnership Role

Overall Requirement

- 3.1.1 The Operator shall fulfil a partnership role, supporting the Authority and the Authority's partners to support, enable and facilitate community-led and community-based activity in the County.

Performance Standards

- 3.1.2 The Operator will have a dedicated senior manager role within the contract who is responsible for overseeing this function. Their primary purpose shall be to develop and maintain partnerships and relationships with stakeholders and community groups, ensure integration of this activity with wider delivery of the Services and develop opportunities to maximise the impact and reach of the Services into communities.
- 3.1.3 The Active Communities partnership role will be required to focus upon supporting, enabling and facilitating the delivery of activities and the enabling of support outside and within, 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, with a focus on the priority groups identified in the Strategic Objectives.
- 3.1.4 In fulfilling this role, the Operator will champion inclusion in its widest sense particularly for people with disabilities including those individuals with one, or a combination of the following disabilities:
- > Vision impairment
 - > Deaf or hard of hearing
 - > Mental health impairments
 - > Intellectual disability
 - > Acquired brain injury
 - > Neurodiversity including Autism Spectrum Disorder and Attention Deficit Hyperactivity Disorder
 - > Physical disability including amputees
 - > Dementia
- 3.1.5 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'.
- 3.1.6 The Operator shall seek to increase the number of sporting volunteers and provide support to local clubs through community programming.
- 3.1.7 The Operator shall develop an annual Active Communities Plan in partnership with the Authority's Public Health and specific services, Sports Development Service, ce and Northumberland Communities Together teams 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.

- 3.1.8 The Operator will be expected to continue to source external funding for sport and physical activity and healthy lifestyles programmes already in place, and new programmes which support delivery of the Strategic Objectives
- 3.1.9 The Operator will be required to work in partnership with the Authority to source external funding for new sport and physical activity and healthy lifestyles programme.
- 3.1.10 The Operator shall provide free use of the facilities at all centres to support specific sport and physical activity development initiatives. Full details of this requirement are provided in Section 3.5.
- 3.1.11 The Operator shall provide appropriately qualified and experienced staff to support specific public health priorities such as liaison and support work with the drugs and alcohol recovery community, those working with Health Trainers, those quitting smoking and wanting to become a healthy weight

Reporting Requirements

- 3.1.12 The Operator shall produce an annual report on the Active Communities Plan 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 this Services Specification.

Performance Standards

- 3.2.2 The Facilities must be available for public use during the Minimum Opening Hours, 7am – 9pm Monday – Friday and 9am – 4pm on Saturday and Sundays.
- 3.2.3 The Authority, in advance of any changes being implemented, must agree in writing, any variations to the Minimum Opening Hours proposed by the Operator at each facility.
- 3.2.4 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 on site.
- 3.2.5 The Operator shall operate the vending services during the Minimum Opening Hours but ensure healthy provision in line with the [Healthy Weight Declaration](#).
- 3.2.6 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.
- 3.2.7 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.
- 3.2.8 In the event of closure of any of the Facilities or part thereof or ceasing of the delivery programme, or part thereof, owing to unforeseen or emergency conditions, the Operator shall inform the Authority and relevant funders immediately, followed up in writing as soon as

practicable. The Operator shall ensure service users are kept informed of the situation in accordance with the agreed Emergency Action Plan (see 3.2.9). The Operator needs to report any closure/ problems of the Active Communities programme with the appropriate funders, in line with specific grant conditions.

- 3.2.9 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.
- 3.2.10 The Operator is advised that variations to the specified opening hours may occur in times of national or local emergency. Section 2.3 provides details of facilities to be used, as required as part of the County's emergency and resilience planning. All main sites have been designated as an emergency rest centres (this will extend to all areas within the building). This includes:
- 3.2.11
- > Ashington Leisure Centre
 - > Berwick Sports and Leisure Centre
 - > Blyth Sports Centre
 - > Cramlington Concordia Leisure Centre
 - > Morpeth Riverside Leisure Centre
 - > Ponteland Leisure Centre
 - > Prudhoe Waterworld
 - > Willowburn Sports Centre, Alnwick
 - > Wentworth Leisure Centre, Hexham
 - > Newbiggin Sports and Community Centre
- 3.2.12 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 facilities as rest centres and provide further assistance in any way for which they are qualified during the emergency. This can be found in Clause 17 of the Leisure Operating Contract.
- 3.2.13 The Operator shall be required to close all or part of the Facilities for the following special events:
- > To operate as Polling Stations, in local / national elections
 - > In the event of undertaking mass vaccinations
 - > Signing Books of Condolences, in the event of the death of the Head of State.

Reporting Requirements

- 3.2.14 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. The Strategic Partnership Board will be responsible for approving any proposed changes.
- 3.2.15 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.

3.2.16 Any unplanned closure should be reported to the Authority in accordance with 3.2.8.

3.3 Access

Overall Requirement

3.3.1 Facilities and services that are fully accessible by all service users during the "Minimum Opening Hours" as detailed in 3.2.2 of this Services Specification.

Performance Standards

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 service users 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 service users, 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 service users are able to gain access without unreasonable delay.

3.3.6 The Operator shall ensure that all signage directing service users 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 \(2013\)](#).

3.4 Reporting Requirements

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

3.5 Customer Experience

Overall Requirement

3.5.1 A consistently high level of customer care that ensures all service users 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 priorities and objectives.

Performance Standards

ICT, Website and Bookings

3.5.2 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 \(2010\)](#). The Operator will also ensure access and booking for those who do not have access to digital technology.

3.5.3 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.

3.5.4 The system shall enable users to easily access and navigate the range of services available and the price of activity including concessions, 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.

3.5.5 The system should enable better personalisation of services and promoted activities to support their lifestyle changes and behaviours.

3.5.6 The Operator shall ensure that an online booking system is provided including smartphone Apps with equivalent functionality to the website.

3.5.7 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 and activity (the format to be agreed by the Authorised Officer).

- 3.5.8 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.
- 3.5.9 The Operator must provide advanced booking a minimum of 7 days prior to the day of the activity, by telephone or in person.
- 3.5.10 The Operator must provide an advance booking facility for clubs / organisations who wish to make a regular booking.
- 3.5.11 The Operator must give priority to existing clubs and organisations who wish to make further regular bookings at the end of their existing period.
- 3.5.12 The Operator must provide an advance/priority booking facility for schools/colleges curriculum swimming and water safety lessons during normal school term time. The Operators will be expected to liaise directly with schools and provide updates in performance reports.
- 3.5.13 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.
- 3.5.14 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.
- 3.5.15 The Operator must accept any form of British 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.
- 3.5.16 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.
- 3.5.17 All bookings are inclusive of rigging and derigging time for equipment relating to that particular facility / activity. The Operator should ensure that service users are aware of this arrangement and that the Operator adheres to it, without adversely affecting the service.

Customer Services Policy and Complaints

- 3.5.18 The Operator shall provide a comprehensive and inclusive customer service policy that ensures that service users, partners and visitors are dealt with promptly, effectively and courteously at all times. This includes clear response times for all customer enquiries and complaints.
- 3.5.19 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 shall apply to all customer groups covering sporting and nonsporting use. The Operator must also record its response time to complaints and comments including identifying themes and resolution obtained. This will be shared as part of quarterly meetings with the Authority.
- 3.5.20 The Operator shall carry out a range of innovative and robust monitoring evaluation and reporting activities to demonstrate:
- > Service user (customer) satisfaction from a representative sample covering all aspects of the service throughout the contract period

- > Comparative performance through a recognised benchmarking approach e.g., Sport England National Benchmarking Service (NBS)
- > An understanding of changes to the communities' needs reflected in the programming of facilities and services.

- 3.5.21 The Operator will share the outcomes of these with the Authority as part of working towards the five principles of the inequalities plan and listening to the voice of residents as equal to data.
- 3.5.22 The Operator shall ensure a smart appearance by all staff at all times, with appropriate uniform and name badges being worn.
- 3.5.23 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.
- 3.5.24 The Operator shall formally display in public areas 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.
- 3.5.25 The Operator shall provide training in customer experience as part of its new staff induction and on-going refresher training.
- 3.5.26 "Making Every Contact Count" (MECC) training will be an expected part of the mandatory training programme for all staff to ensure staff are able to hold holistic conversations and undertake brief interventions
- 3.5.27 Mental health awareness training for all staff will be undertaken and sufficient mental health first aiders will be available at all times across all facilities.
- 3.5.28 Safeguarding and Information Governance Training will also be included in the mandatory training programme.
- 3.5.29 The Operator shall keep notice and display boards updated at all times, including high level information on energy reduction policy and measures.
- 3.5.30 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.
- 3.5.31 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.
- 3.5.32 The Operator shall operate an effective system for dealing with lost and found property.

Reporting Requirements

- 3.5.33 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.
- 3.5.34 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.

- 3.5.35 The Operator will collect on-going information on customer experience.
- 3.5.36 The Operator shall submit details of any failure to implement the required website and booking system as part of the Quarterly Performance Report.
- 3.5.37 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.
- 3.5.38 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.

3.6 Programming for All

Overall Requirement

- 3.6.1 A dynamic, innovative, inclusive and responsive programme of activities provided at the Facilities and through the Operator's Active Communities Partnership Role that meets the needs of all sections of the community, promotes behaviour change and ensures the delivery of the Authority's Strategic Objectives.

Performance Standards

- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 There shall be activities and sessions to meet the needs of specific service users in accordance with the agreed activity programme. The Programme of Use should be dynamic, innovative and responsive to the requirements of service users, including frequent or seasonal variations and should seek to target non-users as appropriate. The programmes should consider the various types of service users and use to ensure that they are balanced. The Programme of Use shall meet the needs of specific service users by offering activities and opportunities that are culturally sensitive and relevant to diverse communities across age, gender, religion, race, sexual orientation and disability.
- 3.6.5 The Operator shall work with the Authority to deliver and / or support the delivery of specific targeted mental and physical health recovery and prevention interventions that the Authority, acting reasonably, identifies as being required to support reduced levels of inactivity, improved health outcomes and tackling inequalities in the County. This may include primary, secondary and / or tertiary prevention interventions.¹
- 3.6.6 The Operator shall provide the activities and sessions to meet the needs of specific service users in accordance with the agreed Programme of Use and Annual Service Plan.
- 3.6.7 The Operator shall submit the initial proposed Programme of Use to the Local Authority for approval two months prior to the Commencement Date.
- 3.6.8 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.

¹ <https://www.local.gov.uk/our-support/our-improvement-offer/care-and-health-improvement/integration-and-better-care-fund/better-care-fund/integration-resource-library/prevention>

- 3.6.9 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 and using group activity to improve retention
 - > Provision of a wide range of recreational opportunities to all Northumberland residents and visitors, 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
 - > Proactively supporting talent pathways through clubs affiliated to National Governing Bodies
 - > 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
 - > Responsiveness to recreational and leisure 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 service users informed of the programme and any planned changes – utilising various mediums to take into consideration average reading age of 10 across the North East
 - > Outreach activities
 - > Making optimum use of all available resources and facilities
 - > Monitoring usage levels
 - > Contributing towards the Authority’s Strategic Objectives and local priorities and objectives
 - > Supporting the activities and initiatives of the Authority and its strategic partners, particularly the Authority’s Public Health specific services and Sports Development Service including the provision of “hot desking” office space.
- 3.6.10 The Authority’s Sports Development Service and Public Health specific service make use of the Facilities to deliver activities or initiatives which are designed to increase participation, particularly amongst inactive groups in the County. This includes initiatives delivered by third parties with the support or at the instigation of the Authority. The Operator, acting reasonably to accommodate facilitate access at the times required, shall provide free access to the Facilities for the Sports Development Service and Public Health specific services (for example, Health Trainers and Social Prescribers), on the following basis at a minimum:
- > 10 activity hours per month at each Facility
- 3.6.11 The facility areas which can be used will encompass all of the following (with simultaneous use of two facility areas to be counted as 2 activity hours):
- > Sports hall
 - > Exercise studio
 - > Teaching pool
 - > Main pool (non-exclusive use)

> Fitness gym (non-exclusive use)

- 3.6.12 The Operator, acting reasonably to accommodate facilitate access at the times required, shall provide free exclusive use access to consultation rooms for Public Health specific services, for example, Health Trainers to deliver one-to-one support and advice on the following basis at a minimum:
- > 10 hours per month at each Facility
- 3.6.13 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.
- 3.6.14 The Operator shall ensure that the Programmes of Use across the Facilities complement each other and provide an appropriate balance of activities.
- 3.6.15 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 service users.
- 3.6.16 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.
- 3.6.17 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.

Joint Use Arrangements

- 3.6.18 Joint use arrangements are in place for Ponteland High School governing their use of facilities at Ponteland Leisure Centre. The Operator shall honour the terms of these arrangements, details of which are included in Appendix 2.

Special Events and Protected Bookings

- 3.6.19 The Operator shall honour any special events and club bookings already booked into the Facilities as set out in Appendix 4 of this Schedule. These may only be altered following consultation with the club/organisation and with written approval from the Authority.
- 3.6.20 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.
- 3.6.21 Special events will be organised by the Operator who will ensure that all statutory licences and arrangements are in place for the safe operation of the event. 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.
- 3.6.22 For all special events, the Operator must give adequate notice to service users, in an appropriate format to minimise any inconvenience. Where possible, alternative provision will be identified.
- 3.6.23 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 for two or more consecutive days requires the written permission of the Authorised Officer.

Non – Sporting Events

- 3.6.24 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 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.
- 3.6.25 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.
- 3.6.26 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.
- 3.6.27 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

- 3.6.28 The Operator shall submit a Programme of Use for each Facility three months prior to 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.
- 3.6.29 A Programme of Use Progress Update must be supplied to the Authority as part of the Quarterly Performance Report.
- 3.6.30 The Operator will facilitate a quarterly recorded meeting with the Head of Physical Education at Ponteland High School and include any issues arising from this meeting as part of the Quarterly Performance Report.
- 3.6.31 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.
- 3.6.32 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.

3.7 Pricing

Overall Requirement

- 3.7.1 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.

Performance Standards

- 3.7.2 The current pricing for the Facilities is set out in Appendix 5 Current Pricing/Fees & Charges.
- 3.7.3 The Operator is free to set prices for all activities, services and memberships providing that a concessionary scheme is offered at the Facilities in accordance with Table 4. Any increases to prices above CPI will be subject to written approval from the Authority.
- 3.7.4 The Operator shall offer the concessionary pricing scheme as shown in Table 4. The scheme shall apply to the following groups in Table 5.

Table 5: Concession Groups

Concession Group	Concession	Applicable Activities
Protected Characteristics		
Children 0 - 4	Minimum of 50% discount on standard charge	PAYG activities Not Soft Play
Juniors 5 - 17	Minimum of 50% discount on standard charge	Memberships and PAYG activities
Residents aged over 66 (in receipt of State Pension)	Minimum of 50% discount on standard charge	Memberships and PAYG activities
Socio-economic		
Northumberland residents in receipt of Universal Credit (UC), Employment Support Allowance (ESA) or Housing Benefit.	Minimum of 50% discount on standard charge	Memberships and PAYG activities
Students in higher education (up to the age of 21)	Minimum of 50% discount on standard charge	Memberships and PAYG activities
Inclusion		
Serving Members or Veterans of the Armed Forces	Free	Memberships and PAYG activities
Northumberland residents in receipt of Personal Independence Payments (PIP), Disability Living Allowance or Attendance Allowance	Minimum of 50% discount on standard charge	Memberships and PAYG activities
Northumberland Residents in receipt of a Carer Allowance when accompanying a registered carer	Free access when accompanying a registered carer	PAYG activities
Talented Sportspeople for Northumberland residents who are members of a national or regional team and have competed at that level	Free Annual Membership (with proof of registration from sporting body those affiliated with Sport England)	Membership

Concession Group	Concession	Applicable Activities
or above in a Sport England registered sport		
Looked After Children and Family Members resident in Northumberland	Free Annual Membership	Membership
Other		
Sports club and community groups delivering activities instigated or supported by NCC Sports Development or Public Health Specific services	Minimum of 25% discount on standard charge	Hire of facilities
NCC Sports Development and Public Health Services	Minimum of 25% discount on standard charge. Free use for 10 hours per month per centre	Hire of facilities

- 3.7.5 The marketing of the concessionary pricing scheme must be integrated into branding and promotional material in a manner which avoids stigmatising or differentiating eligible service users.
- 3.7.6 The concessionary pricing scheme shall be made available during all opening hours except where otherwise indicated.
- 3.7.7 The concessionary pricing scheme should be designed 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).
- 3.7.8 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.
- 3.7.9 The Operator shall offer a range of membership and payment options including direct debit, annual payments, course payments and pay as you go.
- 3.7.10 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.
- 3.7.11 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.
- 3.7.12 The Operator shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.
- Reporting Requirements**
- 3.7.13 The Operator must provide proposals for pricing as listed in Appendix 5 Current Pricing/Fees & Charges annually to the Authority no later than three months prior to the start of each Contract year. Additional variations in excess of CPI can only be made with written agreement between both parties.

- 3.7.14 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.

3.8 Staffing and Skills Development

Overall Requirement

- 3.8.1 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.

Performance Standards

- 3.8.2 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.
- 3.8.3 The Facilities and Active Communities Partnership service 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.
- 3.8.4 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.
- 3.8.5 The Operator is required to have qualified personnel head office HR support (for example Chartered Institute of Personnel and Development).
- 3.8.6 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.
- 3.8.7 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.
- 3.8.8 The Operator should aim to employ staff that are representative of the demographic profile of Northumberland and shall undertake annual workforce monitoring to measure this. Reports from such monitoring shall be provided to the Authority on an annual basis.
- 3.8.9 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.
- 3.8.10 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.

- 3.8.11 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.
- 3.8.12 The Operator must make available for inspection copies of certificates for coaches, instructors, leaders and others as appropriate to the Authorised Officer upon request.
- 3.8.13 The Operator shall employ staff suitably trained in order to conduct induction training courses for service users on all exercise equipment in the fitness suite.
- 3.8.14 The Operator shall also employ suitably qualified staff for School Holiday, Holiday Activity and Food Programmes and the Active Communities Programme in accordance with relevant legislation.
- 3.8.15 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.
- 3.8.16 The Operator shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment legislation.
- 3.8.17 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.
- 3.8.18 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 Child-minding as set out in The Children Act.
- 3.8.19 The Operator shall be entirely responsible for the employment and conditions of service of its employees.
- 3.8.20 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.
- 3.8.21 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

- 3.8.22 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.
- 3.8.23 The Operator shall maintain detailed training records to include attendance at training sessions.
- 3.8.24 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.
- 3.8.25 The Operator must carry out an annual staff satisfaction survey and share the results with the Authority.
- 3.8.26 The Operator shall ensure that appropriately qualified persons or sub-contractor companies carry out all maintenance works.
- 3.8.27 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 Authority in determining the effectiveness of programming and interventions.
- 3.8.28 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.
- 3.8.29 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.
- 3.8.30 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.
- 3.8.31 The Operator shall submit written Codes of Conduct for both service users and staff to be approved by an Authorised Officer by Contract commencement.
- 3.8.32 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.
- 3.8.33 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.
- 3.8.34 The Operator will provide workplace health programmes for their staff which will create opportunities for them to eat well, be active and make lifestyle changes
- 3.8.35 The Operator will adopt the [Healthy Weight Declaration](#) and contribute to the whole system approach by working closely with the Authority and its healthcare partners
- 3.8.36 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.

Reporting Requirements

- 3.8.37 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.

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

3.9 Safeguarding

Overall Requirement

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

Performance Standards

3.9.2 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.

3.9.3 The Operator must comply with all safeguarding legislation, statutory guidance and the Authority's Safeguarding policies and procedures to ensure all children, young people and adults at risk are protected from abuse and neglect. The current policies and procedures can be found in Appendix 9. All staff must be registered where a professional register exists.

3.9.4 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.

3.9.5 All new staff are required to undergo safeguarding training prior to commencing work within the Facilities or the Active Communities Programme.

3.9.6 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.

Reporting Requirements

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

3.10 Equalities

Overall Requirement

3.10.1 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.

Performance Standards

3.10.2 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.

3.10.3 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.

3.10.4 All staff delivering services are required to undergo regular (at least once every two years) recognised equality and diversity training and disability inclusion training.

- 3.10.5 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.
- 3.10.6 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.
- 3.10.7 The Operator should where appropriate implement guidance on equalities provided by National Governing Bodies.

Reporting Requirements

- 3.10.8 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.
- 3.10.9 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

3.11 Cleaning and Housekeeping

Overall Requirement

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

Performance Standards

- 3.11.2 The Operator shall provide cleaning services in the Facilities as required over the Contract period to meet the overall requirement described in 3.11.1.
- 3.11.3 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.
- 3.11.4 The Operator will ensure that cleaning schedules are designed to meet cleaning requirements during peak periods.
- 3.11.5 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.
- 3.11.6 The Operator shall determine the cleaning frequency for each area within the Facilities.
- 3.11.7 The Operator shall be responsible for litter picking the car parks at the Facilities.
- 3.11.8 The following standards are required to be met by the Operator:
- a. **Routine Cleaning**
- 3.11.9 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

- 3.11.10 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.
- 3.11.11 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

- 3.11.12 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.
- 3.11.13 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

- 3.11.14 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.

3.12 Food and Beverages

Overall Requirement

- 3.12.1 A high quality, value for money, food and beverage service that offers a range of appetising and nutritious food and drink to service users including a full range of healthy food options.
- 3.12.2 Provision of a very limited range of foods that are high in salt, sugar and saturated fats.
- 3.12.3 Clear guidance using a traffic light system (or similar) on the relative levels of salt, sugar and saturated fat in all food items.

Performance Standards

- 3.12.4 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.
- 3.12.5 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
 - > Offering a licensed service providing a range of beers, wines and spirits comparable with service users' requirements.
- 3.12.6 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:
- > NGBs, elite athletes and sports coaches
 - > Community, club, disability and school-aged service users
 - > 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 service users
 - > Customers at special functions such as events, celebrations etc.
- 3.12.7 The Operator is required to provide a licensed service, where appropriate, from 6pm to 10.50pm Monday to Friday on each day the Facility is open to the public. Additional opening hours are at the Operator's discretion. The bar is to be opened if required for a Private Function or requested by a Hirer subject to authorisation from the Authorised Officer. Current locations with licences are:
- > Concordia
 - > Newbiggin
 - > Ponteland
 - > Wentworth
- 3.12.8 The Operator shall obtain and / or renew licences as necessary for the provision of the food and beverage services.
- 3.12.9 The Operator may sub-contract food and beverage services including vending.
- 3.12.10 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.
- 3.12.11 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 service users and the general public; and

- > promoting a new attitude towards healthy eating with a responsible approach to educating service users

- 3.12.12 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.
- 3.12.13 The Operator will be expected to obtain a 5 Star score from the National Food Hygiene Rating Scheme within 12 months of contract commencement.
- 3.12.14 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.
- 3.12.15 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.
- 3.12.16 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.
- 3.12.17 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.
- 3.12.18 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.
- 3.12.19 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 Health and Safety Management3.15 Health and Safety Management.
- 3.12.20 The Operator shall, wherever possible, make use of locally sourced produce and suppliers to contribute to the local economy and improve sustainability.

Reporting Requirements

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

3.13 Marketing, Research and Communication

Overall Requirement

- 3.13.1 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.
- 3.13.2 Any communications relating to the Facilities and Service outside of day-to-day operational communications will be coproduced and jointly approved prior to being released

Performance Standards

- 3.13.3 The Operator shall be required to market and promote the services by means of the complete range of marketing communications at their disposal.
- 3.13.4 The Operator shall develop a Marketing Plan for the Facilities and the Active Communities programme to ensure that existing and potential service users 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.

- 3.13.5 The Operator shall carry out an ongoing programme of research that captures the needs and views of both service users and non-users.
- 3.13.6 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.
- 3.13.7 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 for cross-venue selling, proactively requesting and updating material for inclusion.
- 3.13.8 The Operator will be responsible for monitoring the publicity material displayed by clubs and other hirers of the Facilities to ensure material is up to the standard agreed by the Authority and Operator, and that permission is requested by clubs and hirers in the first instance.
- 3.13.9 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.
- 3.13.10 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.
- 3.13.11 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.
- 3.13.12 The Operator will support the Authority and RISE North East through promoting their activities and supplying them with updates on the Operator's programmes.
- 3.13.13 The Operator must ensure that the service has strong branding for the Facilities and Services which links to the Authority's Strategic Objectives and enhances the reputation of the Authority.
- 3.13.14 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. 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.
- 3.13.15 The Operator should have a digital marketing platform that is used to communicate targeted messages to specific groups or localities.
- 3.13.16 The Operator shall ensure that the Marketing Plan is prepared in consultation with the Authority.
- 3.13.17 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.
- 3.13.18 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.

- 3.13.19 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 service users
- 3.13.20 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.
- 3.13.21 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.
- 3.13.22 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 the County, all public libraries and, where appropriate, to local clubs and organisations.
- 3.13.23 The Operator shall ensure that no publicity material or notices are produced or displayed in handwritten form.
- 3.13.24 The Operator shall ensure that all standards laid down by the Advertising Standards Authority and Trading Standards Board are adhered to at all times.
- 3.13.25 The Operator shall provide appropriate versions of published materials for people with protected characteristics as defined in the Equality Act 2010.
- 3.13.26 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.
- 3.13.27 The Operator will promote joint programmes set up with partners and promote partner websites through web links at no charge to the partner.
- 3.13.28 The Authority reserves the right to make use of appropriate display space within the Facilities, free of charge, for promotional and publicity material.
- 3.13.29 The Operator shall, from time to time, be expected to support activities being run by the Authority either through cross-promotion or by being present at an event.
- 3.13.30 The Operator shall ensure that club notice boards are retained and clearly named, and that no information shall be displayed outside of the notice board area.
- 3.13.31 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.
- 3.13.32 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.
- 3.13.33 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.
- 3.13.34 Any potential sponsorship the Operator may wish to enter into must be authorised by the Local Authority in writing.
- 3.13.35 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.

- 3.13.36 The Operator shall ensure that compliance with the Marketing Plan is assessed annually.

Reporting Requirements

- 3.13.37 The Operator shall ensure that a Marketing Plan is submitted to the Authority in accordance with the Meetings and Reporting requirements in this Specification.
- 3.13.38 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.

3.14 Data and ICT Management

- 3.14.1 Overall Requirement

3.14.2 Data will be shared with NCC in order to continually inform the Health Equity Audit and inform public health intelligence in addition to enabling NCC to measure service efficiency and undertake reviews. Appropriate agreements will be in place to ensure safe, legal data sharing and ownership that will be used for the purposes of audit, impact assessments, needs assessments.

3.14.3 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.

3.14.4 The operator must hold valid and up to date Cyber Essentials plus or / and ISO27001 accreditation.

3.14.5 The operator must adhere and demonstrate accreditation to PCI-DSS where any online payment systems are used.

3.14.6 Contractual obligations are set out in the Contract, Schedule 13.

Performance Standards

3.14.7 The Operator shall ensure that fully functioning and efficient ICT systems are maintained throughout the services for the duration of the Contract.

3.14.8 The Operator shall be the custodian and processor of customer and operational data on behalf of the Authority. All of the data captured, including direct debit membership data and originator numbers, will be deemed as being owned by the Authority with the Operator acting as the managing agent. 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.

3.14.9 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.

3.14.10 Participation data should be shared openly in compliance with OpenActive data standards. The main booking system should work on common OpenActive data standards.

- 3.14.11 The Operator is encouraged to participate in sector initiatives (such as, DataHub and Open Active, Moving Communities) 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.
- 3.14.12 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.
- 3.14.13 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 9.
- 3.14.14 The Operator shall ensure that its administration and finance systems are digitally based and compatible with the Authority's systems (e.g., Microsoft Office).

Reporting Requirements

- 3.14.15 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.
- 3.14.16 The Operator shall submit details of any failure to provide open data as part of the Quarterly Performance Report.
- 3.14.17 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.
- 3.14.18 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.

3.15 Health and Safety Management

Overall Requirement

- 3.15.1 Services that fully comply with all relevant Health and Safety legislation, guidance and recognised industry best practice.
- 3.15.2 Services that implement continuous improvement of Health and Safety management, capturing and implementing learning and good practice throughout the period of the Contract.
- 3.15.3 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.
- 3.15.4 Provide a service which demonstrates improvement in the health, safety and welfare standards for people over the duration of the contract.
- 3.15.5 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.

Performance Standards

- 3.15.6 The Operator shall comply with all relevant health, safety and welfare legislation including specifically the Health and Safety at Work etc. Act (1974).
- 3.15.7 The Operator must implement and maintain a health and safety management system that conforms to the HS(G)65 or ISO 45001 model.
- 3.15.8 The Operator must maintain a system that includes competent health and safety advice.
- 3.15.9 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.
- 3.15.10 All health and safety documentation shall be available for inspection by the Authority or other authorised bodies/persons at any reasonable time.
- 3.15.11 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.
- 3.15.12 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
- 3.15.13 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.
- 3.15.14 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.
- 3.15.15 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.
- 3.15.16 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.
- 3.15.17 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.
- 3.15.18 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.
- 3.15.19 The Operator shall consult with staff on safety issues that affect their safety at work.
- 3.15.20 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.
- 3.15.21 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.
- 3.15.22 The Operator shall provide safe up to date working procedures for all activities, equipment, cleaning maintenance and tasks rigging/de-rigging undertaken by staff.
- 3.15.23 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).

- 3.15.24 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.
- 3.15.25 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.
- 3.15.26 The Operator shall ensure arrangements for first aid cover for service users, visitors and participants based on the operation and activities are in place.
- 3.15.27 The Operator will ensure that First Aiders are appropriately trained and retrained as required, and that both employees and service users are adequately informed of the arrangements made in connection with First Aid.
- 3.15.28 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.
- 3.15.29 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 service users are on site.
- 3.15.30 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.
- 3.15.31 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.
- 3.15.32 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.
- 3.15.33 The Operator shall include health and safety training in the staff induction programme and provide appropriate refresher training in accordance with industry guidance.
- 3.15.34 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.
- 3.15.35 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.
- 3.15.36 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.
- 3.15.37 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
 - > Flooring and surfaces.
- 3.15.38 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.
- 3.15.39 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.
- 3.15.40 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.
- 3.15.41 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, service users and sub-operators.
- 3.15.42 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.
- 3.15.43 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.
- 3.15.44 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.

- 3.15.45 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.
- 3.15.46 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.
- 3.15.47 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.
- 3.15.48 Records of issue of PPE to employees shall be kept by the Operator and made available for inspection by the Authority when required.
- 3.15.49 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.
- 3.15.50 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.
- 3.15.51 The Operator shall control public throughput of the Facilities to a level that does not jeopardise the safety of service users, reduce hygiene standards or compromise the provision of a quality service.
- 3.15.52 The Operator shall ensure that an induction session is carried out for all fitness gym service users. If the customer is an experienced fitness gym user and is unwilling to undertake an induction, the service user 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.
- 3.15.53 The Operator shall complete a registration pack in accordance with OFSTED requirements for all service users of the Children's Holiday Schemes. The Operator shall carry out suitable and timely risk assessments for all Children's Holiday Schemes.
- 3.15.54 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.
- 3.15.55 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.
- 3.15.56 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.

- 3.15.57 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,
- 3.15.58 Regular checks must be taken on firefighting equipment, including an annual service of such equipment by a recognised company.
- 3.15.59 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.
- 3.15.60 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.
- 3.15.61 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.
- 3.15.62 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).
- 3.15.63 The Operator shall ensure that any RIDDOR reportable incident is reported to the Authority within the required time period of its occurrence.
- 3.15.64 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.
- 3.15.65 Records include details of any relevant actions taken / to be taken shall be made available to the Authority at any time.
- 3.15.66 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 management system for the operation.

- 3.15.67 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.
- 3.15.68 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.
- 3.15.69 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.
- 3.15.70 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.
- 3.15.71 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'.
- 3.15.72 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.

Reporting Requirements

- 3.15.73 The Operator will produce a Health and Safety Management Improvement Strategy endorsed by the senior managers and operational management at the site.
- 3.15.74 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.
- 3.15.75 Performance reviews 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.

- 3.15.76 The Operator must provide the Authority with a copy of its Quest Compliance Declaration on an annual basis.
- 3.15.77 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.
- 3.15.78 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.
- 3.15.79 The Operator shall maintain records of precautionary measures carried out in respect of Legionella prevention and control and of monitoring results.
- 3.15.80 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.
- 3.15.81 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.

3.16 Major Incident Reporting

Overall Requirement

- 3.16.1 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.

Performance Standards

- 3.16.2 The Operator shall ensure the Authority is made aware of all major incidents at the earliest appropriate moment
- 3.16.3 The Operator shall ensure it makes records of all major incidents, accidents, near misses and actions taken available for inspection.
- 3.16.4 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.
- 3.16.5 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.

Reporting Requirements

- 3.16.6 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.
- 3.16.7 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.
- 3.16.8 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.
- 3.16.9 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 Operator is responsible for meeting the costs of all planned and reactive maintenance, lifecycle replacement and equipment maintenance and replacement excluding those items listed as the responsibility of the Authority in Appendix 7 Lifecycle Replacement Responsibility Matrix.
- 4.1.2 Certain of the Facilities have been the subject of significant building works and may still be within their defects liability periods and / or the relevant contractors may retain liability for latent defects. In these circumstances, the Operator shall, notwithstanding this Services Specification and, in particular, Appendix 7, not be liable for any repair or replacement to the extent that the Authority has a right to pursue a remedy against the relevant contractor or contractors in relation to the defect which has given rise to the need for that repair or replacement. The Operator shall, instead, be required to notify the Authority promptly if it believes that a defect has arisen and shall co-operate with the Authority in relation to any claim the Authority may wish to bring against a contractor and in carrying out any of the resultant remedial works.

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.

Performance Standards

- 4.2.2 The Operator shall be responsible for repair and maintenance of all fixtures and fittings, 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) excluding those items listed below.
- 4.2.3 The Authority shall maintain, repair and replace the following items of the Facilities so that they remain structurally sound, wind protected and watertight:
- d. The structure of the buildings to include foundations and underground services (excluding those belonging to statutory undertakers), structural steelwork and concrete, load bearing walls and beams (but not the plastered surfaces or finishes of such walls and beams), external walls, roofs, ramps, staircases and floor structure (but not the tiles, surfaces or coverings)
 - e. Access roads, kerbs, car parks and external drains
 - f. External landscaping and pathways
 - g. all external fencing and floodlighting to the car park and any associated areas including the Artificial Turf Pitch, Multi Use Games Area and Athletics Arena
 - h. Renewal / replacement of major plant, assets and equipment listed in Appendix 7 Lifecycle Replacement Responsibility Schedule as being the Authority's responsibility.
- 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 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.)
- 4.2.8 Any underwater works to the pools must comply with the HSE Diving at Work ACOP's (Inshore 104) standard.
- 4.2.9 The Operator must demonstrate all fixed plant is maintained in accordance with manufacturer's recommendations on a regular basis.
- 4.2.10 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.
- 4.2.11 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.
- 4.2.12 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.
- 4.2.13 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.
- 4.2.14 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. The Operator is responsible for all costs and charges relating to the maintenance, repair and cleanliness of the Facilities.
- 4.2.15 The Operator shall regularly service, maintain and replace as appropriate all buildings, equipment and plant in accordance with this Services Specification.
- 4.2.16 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.
- 4.2.17 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.

- 4.2.18 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 service users.
- 4.2.19 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.
- 4.2.20 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
 - 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.
- 4.2.21 The Operator shall ensure that on a continuing basis the maintenance and operating procedures comply with this Contract.
- 4.2.22 The Operator shall take responsibility for and be responsible for the costs of all maintenance services as set out in this Contract.
- 4.2.23 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.
- 4.2.24 The Operator shall implement programmed maintenance, comprising of:
- > Planned Preventative Maintenance
 - > Statutory/ mandatory testing/ inspections
 - > Repair and replacement (in accordance with the terms of this Contract).

- 4.2.25 The Operator shall carry out reactive maintenance in accordance with this Services Specification and applicable response/ rectification times.
- 4.2.26 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.
- 4.2.27 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 and provide a copy to the Authority when requested.

Planned Preventative Maintenance (PPM)

- 4.2.28 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.
- 4.2.29 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.
- 4.2.30 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.
- 4.2.31 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.
- 4.2.32 The Operator shall ensure that only appropriately trained personnel are dispatched to undertake PPM.
- 4.2.33 The Operator shall ensure that all maintenance repairs use materials that are comparable and compatible with existing materials used at the Facilities.
- 4.2.34 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.
- 4.2.35 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

- 4.2.36 The Operator shall maintain, repair and replace all internal building fabric excluding those items listed as the responsibility of the Authority in Appendix 7 Lifecycle Replacement Responsibility Matrix.
- 4.2.37 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.
- 4.2.38 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.
- 4.2.39 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.
- 4.2.40 The Operator shall discharge its obligations under the Control of Asbestos at Work Regulations 2002 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.
- 4.2.41 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.
- 4.2.42 The Operator shall ensure that all activities are executed, and records updated with due regard to the Control of Asbestos at Work Regulations 2002 and its amendments.
- 4.2.43 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.
- 4.2.44 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*
- 4.2.45 The Operator shall provide a professionally managed, high-quality Mechanical and Electrical (M&E) maintenance service through a regular and organised regime.
- 4.2.46 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
- > Specific warranty period maintenance requirements.

4.2.47 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.

Statutory/ Mandatory Inspections

4.2.48 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.

4.2.49 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.

4.2.50 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)

4.2.51 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.

4.2.52 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.

4.2.53 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.

4.2.54 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

4.2.55 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.

4.2.56 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.

- 4.2.57 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

- 4.2.58 The Operator shall maintain any internal and external CCTV and intruder alarm systems at the Facilities to always ensure their proper functioning at all times. The Operator shall ensure that any failure in such systems is rectified within the required rectification times.
- 4.2.59 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.
- 4.2.60 The Operator will maintain all Fire Exits and access doors at all times.

Re-Lamping

- 4.2.61 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

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

External Maintenance

- 4.2.63 The Authority 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.
- 4.2.64 The Authority will retain responsibility for the ground's maintenance and general cleansing, grass cuttings, drain and litter clearance etc. of the access areas and surroundings of the Facilities.
- 4.2.65 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

- 4.2.66 The Authority 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.

4.2.67 The Operator shall not hire / use the Facilities' car parks for any other purpose than the parking of cars by users / visitors to the Facilities.

Artificial Turf Pitches

4.2.68 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.

4.2.69 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 Area

4.2.70 The Operator will be responsible for the maintenance, repairs and cleanliness of the Multi Use Games Area (MUGA) at Ponteland and Newbiggin including repairs to the boundary fence.

Athletics Facility

4.2.71 The Operator will be responsible for the maintenance repairs and cleanliness to the Athletics Track and associated buildings at Wentworth Leisure Centre, Hexham

4.2.72 The Operator will be responsible for the general cleanliness and maintenance of the Athletics Track, Shot Circle, Throwing and Landing Areas and associated buildings within the boundary to the rear of the building.

4.2.73 The Operator will be responsible for repairs to the boundary fence.

Modifications

4.2.74 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

4.2.75 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.

- 4.2.76 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

- 4.2.77 The Operator shall ensure that results of all non-compliant measurements are recorded on the asset management ICT system.
- 4.2.78 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.
- 4.2.79 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.
- 4.2.80 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.
- 4.2.81 The Operator shall provide a Maintenance Programme Progress Update as part of the Quarterly Performance Report.
- 4.2.82 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.
- 4.2.83 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.

4.3 Maintenance and Replacement of Equipment

Overall Requirement

- 4.3.1 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.

Performance Standards

- 4.3.2 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).
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 The Operator shall make provision for the hire of sports equipment within the Facilities in order to meet customer requirements.
- 4.3.6 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.
- 4.3.7 Equipment must be stored safely and securely.
- 4.3.8 The Operator accepts that the equipment listed in Appendix 8 Equipment Inventory, is sufficient to deliver the Services set out in this Services Specification.
- 4.3.9 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.
- 4.3.10 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.
- 4.3.11 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.
- 4.3.12 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 may be retained by the Operator.

- 4.3.13 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.
- 4.3.14 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.
- 4.3.15 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.
- 4.3.16 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 service users with disabilities
 - > 90% of the following to be available at any one time.
 - Health & Fitness Suite
 - cardiovascular and resistance machines
 - high quality audio/visual systems (95%)
 - Changing & Toilet Facilities
 - male/ female/disabled changing cubicles
 - male/ female/disabled toilets
 - shower cubicles/open showers
 - secure storage lockers
 - sanitary/hair-drying facilities
 - Catering & Vending Facilities
 - vending product range
 - covers/seating area
- 4.3.17 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.
- 4.3.18 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.

Reporting Requirements

- 4.3.19 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.
- 4.3.20 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.

4.4 Grounds Maintenance

Overall Requirement

- 4.4.1 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 service users, allowing for efficient and effective use of the Facilities and promoting a positive image of the Facilities at all times.

Performance Standards

The Grounds

- 4.4.2 The Authority 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.
- 4.4.3 The Authority will be responsible for the maintenance of boundary fences surrounding the Facilities as identified in Appendix 6 Site Boundaries.
- 4.4.4 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.

Slippery Surfaces

- 4.4.5 The Authority 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

- 4.4.6 During periods of snow and ice, the Operator shall distribute de-icing salt over pathways and external entrances to provide safe routes for service users and staff entering / exiting the Facilities.
- 4.4.7 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

- 4.4.8 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.
- 4.4.9 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

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

General

- 4.4.11 The Authority shall give priority to areas of need in line with the requirements of the Environmental Protection Act 1990 and follow the general principle that the 'dirtier' an area has become, the more quickly it should be cleaned and returned to "Grade A" in accordance with the Environmental Protection Act 1990.
- 4.4.12 The Operator shall make proper financial and operational arrangements for the disposal of all effluent, waste and refuse arising from all Sites during the Contract Period.

Reporting Requirements

- 4.4.13 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.

4.5 Climate Emergency, Environmental and Energy Management

Overall Requirement

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

Performance Standards

- 4.5.2 The Authority is committed to reaching carbon neutral by 2030 .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.
- 4.5.3 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)
 - > Increasing water efficiency and maximising water recycling opportunities
 - > Maximising recycling and reducing waste, and ensuring that all waste is disposed of correctly
 - > 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 service users to ensure these environmental issues are addressed
 - > Protecting and enhancing the town's built and natural environment.

- 4.5.4 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.
- 4.5.5 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 Change Action Plan 2021-23 (and subsequent replacements) which sets out the which sets out the Authority's aims and objectives for minimising its environmental impact.
- 4.5.6 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).
- 4.5.7 The Operator shall be responsible for the procurement and management of Utilities and payment of the Utilities bills for all sites.
- 4.5.8 The Utilities bills shall be in the name of the Operator.
- 4.5.9 The Operator shall monitor and validate all meter readings at all of the Facilities.
- 4.5.10 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 CO₂.
- 4.5.11 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.
- 4.5.12 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.
- 4.5.13 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.
- 4.5.14 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.
- 4.5.15 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).

Reporting Requirements

- 4.5.16 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.

- 4.5.17 A complete record of waste disposal records is to be kept on site as required by Department for Environment, Food and Rural Affairs (DEFRA).
- 4.5.18 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.

4.6 Legislation and Policy

Overall Requirement

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

Performance Standards

- 4.6.2 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.
- 4.6.3 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.

- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 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.

Reporting Requirements

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

4.7 Water (Hot and Cold Installations)

Overall Requirement

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

Performance Standards

- 4.7.2 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.
- 4.7.3 The Operator shall ensure water temperatures are maintained at required standards to prevent legionella and other water-borne contaminants.
- 4.7.4 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.
- 4.7.5 The Operator shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.
- 4.7.6 The Operator shall ensure that where domestic hot water is supplied all taps are appropriately labelled.
- 4.7.7 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.
- 4.7.8 The Operator shall ensure that free drinking water is available at the Facilities.
- 4.7.9 The Operator shall undertake quarterly bacteriological testing of the hot and cold water systems, including sampling for Legionella.

Reporting Requirements

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

4.8 Drainage

Overall Requirement

- 4.8.1 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

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

Reporting Requirements

- 4.8.6 The Operator shall ensure that results of all non-compliant measurements are reported to the Authority.
- 4.8.7 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.

4.9 Ventilation

Overall Requirement

- 4.9.1 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

- 4.9.2 The Operator shall ensure that results of all non-compliant measurements are reported to the Authority.
- 4.9.3 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.

4.10 Heating (Thermal Comfort)

Overall Requirement

- 4.10.1 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.

Performance Standards

- 4.10.2 The Operator must ensure the heating system is maintained in such a manner to achieve the standard in 4.10.4.

- 4.10.3 The Operator must ensure the heating system is maintained in accordance with the appropriate Health and Safety legislation and standards.
- 4.10.4 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.
- 4.10.5 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.
- 4.10.6 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

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

4.11 Lighting

Overall Requirement

- 4.11.1 Adequate levels of lighting for the particular activity being undertaken within each area of the Facilities provided in an energy efficient manner.
- 4.11.2 Lighting levels that create a safe and comfortable level of illumination for users, spectators and staff.

Performance Standards

- 4.11.3 The Operator shall ensure that each area within the Facilities has a sufficient lighting level appropriate to its specified use.
- 4.11.4 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.
- 4.11.5 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.
- 4.11.6 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.

- 4.11.7 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.
- 4.11.8 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.

Reporting Requirements

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

4.12 Pool Water Quality

Overall Requirement

- 4.12.1 Swimming Pools with a safe and comfortable environment in which service users can participate in both swimming and water sports as required in this Services Specification.

Performance Standards

- 4.12.2 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 Practice²
 - > 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 Prevention or Control of Legionellosis (including Legionnaires Disease) – Approved Code of Practice L8 (2013).
- 4.12.3 The Operator shall ensure that all pool water is of the level of quality and temperature stipulated within the guidance listed in 4.12.2.
- 4.12.4 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.
- 4.12.5 The Operator shall ensure that the pool water is tested for pH and free Chlorine as recommended in the guidance highlighted in 4.12.2. 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.
- 4.12.6 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.
- 4.12.7 A pool water dilution 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.
- 4.12.8 In the event of more stringent standards being set by the Sports Authority and/or the Health and Safety Executive during the Contract Period, the Operator shall adhere to these more stringent

² Further information on the PWTAG can be found via <https://www.pwttag.org.uk/>

standards. The Operator shall not use different chemical constituents to maintain the above standards without the prior approval in writing of the Authority.

- 4.12.9 The Operator shall ensure that monthly bacteriological tests are undertaken.
- 4.12.10 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.
- 4.12.11 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.
- 4.12.12 The Operator shall ensure that the maximum instantaneous bather load is not exceeded.

Reporting Requirements

- 4.12.13 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.
- 4.12.14 The Operator shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Report.

4.13 CCTV and Security

Overall Requirement

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

Performance Standards

- 4.13.2 All relevant areas within the Facilities shall have adequate security arrangements in place.
- 4.13.3 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 service users during their visit, but which does not compromise the personal privacy of service users.
- 4.13.4 The Operator shall ensure compliance with the Information Commissioner's Code of Practice issued under the Data Protection Act 1998 (or any replacement legislation).
- 4.13.5 The Operator shall at all times be responsible for the total security of the Facilities including all assets, equipment and stock.
- 4.13.6 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.
- 4.13.7 The Operator shall ensure that all external and internal operational CCTV security cameras as part of the security system are operational within the Facilities.
- 4.13.8 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.

- 4.13.9 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.
- 4.13.10 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.
- 4.13.11 The Operator shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g., boiler rooms.
- 4.13.12 The Operator shall ensure that appropriate out of hours key holders are appointed to respond to intruder alarms.

Reporting Requirements

- 4.13.13 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.

Performance Standards

- 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 its Active Communities Partnership Role.
- 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 two months prior to the Commencement Date and two months 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 2.11. It should make use of best practice improvement tools including Sport England’s Quest scheme and National Benchmarking Service (NBS), 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 and community groups in line with both National Governing Bodies of Sport and RISE North East’s priorities.
- 5.1.14 The Operator shall ensure that the activity programmes within the Annual Service Plan include the following requirements:
 - 5.1.15 The programme of activities must meet the aims and objectives of the Service and are flexible enough to accommodate future changes in local demographics, participation trends, needs and policy
 - 5.1.16 It should be dynamic, innovative and responsive to the requirements of existing and potential future service users and partners
 - 5.1.17 The programme must ensure that all members of local communities may use the Facilities, including underrepresented groups and those from priority localities
 - 5.1.18 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 RISE North East’s priorities.

Reporting Requirements

- 5.1.20 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.
- 5.1.21 The Operator shall submit details of any failure to maintain the required Overall Requirement set out above as part of the Quarterly Performance Report.
- 5.1.22 The Operator shall ensure that the draft Annual Service Plan is provided to the Authority two months prior to the Commencement Date and two months prior to 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 through a Community Leisure and Wellbeing Contract Partnership Board which meets quarterly.

Performance Standards

- 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 and other data sources where applicable 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 6.

Table 6: Meetings Schedule

Meeting	Attendees	Agenda
Monthly (during 1st week of each month to review previous month)	Operator's Contract Manager Authority's Representatives	Review of operational matters
Community Leisure and Wellbeing Contract Meeting (Quarterly)	Partnership Board: Operator's Representatives including senior manager/director Authority's Representatives	Progress on Annual Service Plan and Quarterly Performance Report Progress against Strategic Objectives and contribution towards local priorities Financial performance Service improvement opportunities Variations to contract and commissioning opportunities Other matters of a strategic nature considered appropriate for discussion by the Board.
Annual Service Plan Workshop (within 2 months of the start of each contract year)	Operator's Representatives including senior manager/director Authority's Representatives	Review of Annual Service Report (previous year) Development of Annual Service Plan (forthcoming year)

Reporting Requirements

- 5.2.9 The plans / programmes listed in Table 7 are to be submitted by the Operator to the Authority for approval.
- 5.2.10 The reports listed in Table 8 are to be submitted by the Operator to the Authority.

Table 7: Plans and Programme Reporting

Plan Title	Frequency	Submission Date
Draft Annual Service Plan	Annual	Submission Date
Final Annual Service Plan	Annual	Two months prior to the Commencement Date and two months prior to the start of each subsequent contract year
Active Communities Plan	Annual	Within two weeks following the Annual Service Plan Workshop.
Safety Management Improvement Strategy	Annual	One month prior to the Commencement Date and 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	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Marketing Plan	Annual	Agreed as part of the Annual Service Plan.
Planned Preventative Maintenance (PPM) Schedule	Annual	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.
Schedule of Programmed Maintenance	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.
Environmental and Energy Management Plan	Annual	One month prior to the Commencement Date and two months prior to the start of each subsequent Contract Year.
Proposal for changes to Minimum Opening Hours	Annual	One month prior to the Commencement Date and two months prior to the start of each subsequent Contract Year.
Proposal for changes to Pricing Schedule	Annual	One month prior to the Commencement Date and two months prior to the start of each subsequent Contract Year.
Emergency and business continuity Plan	Annual	Minimum of 3 months prior to implementation of proposed changes.
Quest™ Plus Action Plan	In line with Quest™ Plus assessment frequency	Minimum of 3 months prior to implementation of proposed changes.

Plan Title	Frequency	Submission Date
Workforce Development Plan	Annual	One month prior to the Commencement Date and one month prior to the start of each subsequent Contract Year.

Table 8: Reports

Report Title	Frequency	Submission Date
Quarterly Performance Report	Quarterly	Within one month 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	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	Biennial	Within one week of receipt (if commissioned by the Operator).

5.2.11 The Quarterly Performance Monitoring Report shall contain details of any failures to maintain the Overall Requirement as set out in this Services Specification.

5.2.12 The Quarterly Performance Monitoring Report should be concise and contain a maximum 1-page summary on each of the areas shown in Table 9.

Table 9: 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 outputs and subsequent improvement plans
Staff Update: > Statutory and Mandatory Training Breakdown > Vacancy Rates > Staff Turnover > Employee Attendance Rates

- 5.2.13 An assessment of Key Performance Indicator shall be included as an Appendix to the Quarterly Performance Report.
- 5.2.14 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 Minimum Opening Hours of Leisure Facilities

Facility	Monday to Friday	Weekend
Ashington Leisure Centre	7am – 9pm	9am – 4pm
Berwick Leisure Centre	7am – 9pm	9am – 4pm
Blyth Sports Centre	7am – 9pm	9am – 4pm
Concordia Leisure Centre, Cramlington	7am – 9pm	9am – 4pm
Morpeth Leisure Centre (New)	7am – 9pm	9am – 4pm
Newbiggin Sports Centre	7am – 9pm	9am – 4pm
Ponteland Leisure Centre	7am – 9pm	9am – 4pm
Prudhoe Water World	7am – 9pm	9am – 4pm
Wentworth Leisure Centre, Hexham	7am – 9pm	9am – 4pm
Willowburn Leisure Centre, Alnwick	7am – 9pm	9am – 4pm

Centres may offer reduced opening times on bank holidays, the times to be determined in advance with the Authorised Officer.

Centres may be closed to members of the public on the following Public Holidays:

- > New Year's Day
- > Christmas Day
- > Boxing Day

Appendix 2 Joint Use Arrangements

Provided within Data Room

Appendix 3 Protected Bookings

Provided within Data Room

Appendix 4 Existing Bookings

Provided within Data Room

Appendix 5 Current Pricing / Fees & Charges

Provided within Data Room

Appendix 6 Site Boundaries and Plans

Provided within Data Room

Appendix 7 Repair and Lifecycle Replacement Responsibility Matrices

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

However, there are a number of items which the Authority will retain repair responsibility for as set out below and as described at Clause 14 (Condition of the Facilities) of this Contract.

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

The **repair** responsibilities of the Operator and the Local Authority are set out in the table below:

Repair Responsibility Matrix		
Item	Authority	Operator
All water or air heating plant and systems.		✓
All pipe work systems, valves, and fittings within the Facilities.		✓
All heating/cooling and domestic water services treatment plant and chemicals (including chemical supply).		✓
Outdoor pitches and courts, surface maintenance and line markings.		✓
Outdoor pitches and courts surface replacement.	✓	
All fans, air moving equipment inclusive of but not limited to filters, dampers, fan motors and control gear.		✓
All alarm systems inclusive of but not limited to intruder alarms, fire alarms, emergency assistance alarms.		✓
All lighting fittings, internal and external.		✓
All electrical accessories associated with the lighting and power distribution systems, inclusive of but not limited to fuse-boards and fuses, switchgear, switches and socket outlets, contactors, transformers, and any automatic control sensors.		✓
Fixed wiring systems of less than mains voltage alarms, telephones, data cables etc.		✓
All portable appliances and the obligatory annual testing required under the Public Entertainments Licence including Fire Alarm Inspections, gas equipment safety inspections and Fire Appliance testing.		✓
All telephone systems and equipment, whether leased, rented or owned.		✓
All public address systems and equipment.		✓

Repair Responsibility Matrix		
Water Safety Policy Management Plan and Monitoring Schedule.		✓
All portable firefighting appliances, inclusive of any discharge or replacement. The Operator shall ensure that suitable firefighting appliance cover is maintained at all times.		✓
All sanitary ware inclusive of but not limited to WC's, wash hand basins, sinks, water closets, showers, and wastewater preventers.		✓
Any internal rainwater systems.		✓
All cleaning, sterilisation, and certification of domestic water systems inclusive of all water storage vessels in accordance with BS 6700 with copies of the certification forwarded to the Authority's Representative.		✓
Fixtures, fittings, and appliances.		✓
Internal joinery, locks, floor fittings, spring, and panic bolts.		✓
Internal and exterior window cleaning.		✓
Light bulbs, light fittings, electrical fittings, sockets etc. and high-level cleaning roof lights.		✓
Emergency lighting systems.		✓
All other furniture, fittings, and contents.		✓
All glazing through the Facilities including glazed walls.		✓
Repair / replacement of any wall finishes damaged by the Operator, their employees, agents, or licensees in the performance of its obligations.		✓
Floor finishes.		✓
Waste drains, rainwater pipes, soil pipes and fittings and the free flow of all the wastewater systems.		✓
Internal damage to building caused by misuse or vandalism.		✓
External damage to building caused by misuse or vandalism.		✓
Water waste preventers, cistern ball valves, taps, stop valves etc.		✓
Health and safety fittings and equipment		✓
Internal and external signs and notices.		✓
Internal and external CCTV.		✓
Internal decoration and the protection of the fabric of the structure (as may be necessary for the proper performance of the Service), including all tiled, boarded or otherwise covered surfaces.		✓

Repair Responsibility Matrix		
External decoration and the protection of the fabric of the structure (as may be necessary for the proper performance of the Service), including all tiled, boarded or otherwise covered surfaces.		✓
Static components such as but not limited to boiler shells, air handling units, air ducting, cold water storage cisterns.		✓
Underground services external to the Facilities.	✓	
Fixed mains electrical wiring systems within the buildings, including accessories and other items.		✓
Utilities cable and pipework external to the building. Including gas, electric, water and telephone mains, lightening conductors or rods.		✓
All below ground drainage inclusive of inspection chambers, interceptors and access points excluding access covers, seals, and galleys.	✓	
Foundations.	✓	
External walls excluding the internal finish of such walls, except when disturbed by the Operator undertaking repairs (in which case it is the Operator's responsibility).	✓	
The structural frame of the Facilities including chimneys, where they exist, excluding any internal finishes, except when disturbed by the Operator undertaking repairs (in which case it is the Operator's responsibility).	✓	
Roof coverings and structures, excluding suspended ceilings.	✓	
Structural floors, including any screed finish, but excluding any coverings that are loose laid or form a finish on the surface of the screed, except where disturbed by the Operator undertaking repairs.	✓	✓
Rainwater pipes and gutters, external soil and waste pipes, service entry connections, flues, light fittings, and signs fitted to the external roof or wall.		✓
External door and window structures including decoration but excluding glazed walls		✓
Lifts (Including maintenance, testing and inspections in accordance with Lifting Operations and Lifting Equipment Regulations 1998).		✓

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

However, there are a number of items which the Authority will retain lifecycle replacement responsibility for as set out below and as described at Clause 14 (Condition of the Facilities) of this Contract.

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

The **lifecycle replacement** responsibilities of the Operator and the Local Authority are set out in the table below.

Lifecycle Replacement Responsibility Matrix		
Item	Authority	Operator
All water or air heating plant and systems.	✓	
All pipe work systems, valves, and fittings within the Facilities.	✓	
All heating/cooling and domestic water services treatment plant and chemicals (including chemical supply).		✓
Outdoor pitches and courts, surface maintenance and line markings.		✓
Outdoor pitches and courts surface replacement.	✓	
All fans, air moving equipment inclusive of but not limited to filters, dampers, fan motors and control gear.	✓	
All alarm systems inclusive of but not limited to intruder alarms, fire alarms, emergency assistance alarms.	✓	
All lighting fittings, internal and external.		✓
All electrical accessories associated with the lighting and power distribution systems, inclusive of but not limited to fuse-boards and fuses, switchgear, switches and socket outlets, contactors, transformers, and any automatic control sensors.	✓	
Fixed wiring systems of less than mains voltage alarms, telephones, data cables etc.		✓
All portable appliances and the obligatory annual testing required under the Public Entertainments Licence including Fire Alarm Inspections, gas equipment safety inspections and Fire Appliance testing.		✓
All telephone systems and equipment, whether leased, rented or owned.		✓
All public address systems and equipment.		✓
Water Safety Policy Management Plan and Monitoring Schedule.		✓
All portable firefighting appliances, inclusive of any discharge or replacement. The Operator shall ensure that suitable firefighting appliance cover is maintained at all times.		✓

Lifecycle Replacement Responsibility Matrix		
All sanitary ware inclusive of but not limited to WC's, wash hand basins, sinks, water closets, showers, and wastewater preventers.		✓
Any internal rainwater systems.		✓
All cleaning, sterilisation, and certification of domestic water systems inclusive of all water storage vessels in accordance with BS 6700 with copies of the certification forwarded to the Authority's Representative.		✓
Fixtures, fittings, and appliances.		✓
Internal joinery, locks, floor fittings, spring, and panic bolts.		✓
Internal and exterior window cleaning.		✓
Light bulbs, light fittings, electrical fittings, sockets etc. and high-level cleaning roof lights.		✓
Emergency lighting systems.	✓	
All other furniture, fittings, and contents.		✓
All glazing through the Facilities including glazed walls.		✓
Repair / replacement of any wall finishes damaged by the Operator, their employees, agents, or licensees in the performance of its obligations.		✓
Floor finishes.		✓
Waste drains, rainwater pipes, soil pipes and fittings and the free flow of all the wastewater systems.		✓
Internal damage to building caused by misuse or vandalism.		✓
External damage to building caused by misuse or vandalism.		✓
Water waste preventers, cistern ball valves, taps, stop valves etc.		✓
Health and safety fittings and equipment		✓
Internal and external signs and notices.		✓
Internal and external CCTV.		✓
Internal decoration and the protection of the fabric of the structure (as may be necessary for the proper performance of the Service), including all tiled, boarded or otherwise covered surfaces.		✓
External decoration and the protection of the fabric of the structure (as may be necessary for the proper performance of the Service), including all tiled, boarded or otherwise covered surfaces.		✓
Static components such as but not limited to boiler shells, air handling units, air ducting, cold water storage cisterns.	✓	

Lifecycle Replacement Responsibility Matrix		
Underground services external to the Facilities.	✓	
Fixed mains electrical wiring systems within the buildings, including accessories and other items.		✓
Utilities cable and pipework external to the building. Including gas, electric, water and telephone mains, lightening conductors or rods.		✓
All below ground drainage inclusive of inspection chambers, interceptors and access points excluding access covers, seals, and galleys.	✓	
Foundations.	✓	
External walls excluding the internal finish of such walls, except when disturbed by the Operator undertaking repairs (in which case it is the Operator' s responsibility).	✓	
The structural frame of the Facilities including chimneys, where they exist, excluding any internal finishes, except when disturbed by the Operator undertaking repairs (in which case it is the Operator' s responsibility).	✓	
Roof coverings and structures, excluding suspended ceilings.	✓	
Structural floors, including any screed finish, but excluding any coverings that are loose laid or form a finish on the surface of the screed, except where disturbed by the Operator undertaking repairs.	✓	
Rainwater pipes and gutters, external soil and waste pipes, service entry connections, flues, light fittings, and signs fitted to the external roof or wall.		✓
External door and window structures including decoration but excluding glazed walls	✓	
Lifts (Including maintenance, testing and inspections in accordance with Lifting Operations and Lifting Equipment Regulations 1998).	✓	

Appendix 8 Equipment Inventory

Provided within Data Room

Appendix 9 Safeguarding

<https://www.northumberland.gov.uk/care/support/safeguarding.aspx>
<https://www.northumberland.gov.uk/Children/Safeguarding.aspx>

<https://www.workingtogetheronline.co.uk/resources.html>

Appendix 10 Equalities Policy

Appendix 11 OpenActive Requirements

Delivering OpenActive as part of your contract

Appendix 12 Information Governance Agreement

Provided within Data Room

Appendix 13 Public Health Additional Data

Provided within Data Room

Appendix 14 Health Equity Audit Report

Provided within Data Room