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SERVICES SPECIFICATION
Leisure Facilities Management

WINCHESTER SPORT AND LEISURE CENTRE

June 2018

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1. INTRODUCTION

- 1.1 This Services Specification sets out the Performance Standards that the Contractor shall meet in the delivery of the Services during the Contract Period. It details the requirements that the Contractor shall meet for the ongoing operation of the Facilities, associated buildings, grounds, pitches, courts and any other leisure amenities as specified within this Services Specification throughout the Contract Period.
- 1.2 The structure of this Services Specification directly relates to how the Performance Standards will be assessed for the purpose of the Schedule Performance Monitoring System and is set out as follows:

Part 1A – General

Part 1B – Annual Performance Requirements

Part 1C - Service Performance Requirements

Part 1D – Facilities Performance Requirements

- 1.3 The terms and expressions used in this Schedule shall bear the same meaning as set out in Clause 1 (Definitions and Interpretation) and 18 (Performance Monitoring System).
- 1.4 This Service Specification uses the following structure to provide the Contractor with the requirements and Performance Standards of the Authority.
- 1.5 The Leisure Centre Joint Advisory Board ("the Joint Advisory Board", JAB) will comprise of:
- a) Nominated Cabinet Members
 - b) Relevant Ward Councillor(s)
 - c) Representative of the University of Winchester (Numbers to be agreed up to 4)
 - d) Representative of the Pinder Trust (non-voting)
 - e) An officer from Winchester City Council (non-voting contract management role)
 - f) A representative from the management contractor (non-voting)
- 1.6 The University of Winchester and the City Council have equal voting rights on the Advisory Board but the Council will nominate the Chair who will have the casting vote.
- 1.7 The purpose of the Joint Advisory Board (JAB) is to work in collaboration with Winchester City Council, the University of Winchester and Pinder Trust to advise and provide their recommendations subject to the terms and conditions of the Management Contract. For the purposes of this document, 'the Authority' refers to the JAB.
- 1.8 The JAB will also monitor and oversee the performance of the contractor and recommend any remedial action to be taken in respect of performance including reports from user groups. It will monitor customer satisfaction, ensuring customer needs are met, and generally keep the operation of the facilities under regular review and recommend any action required.
- 1.9 The JAB is not a decision making body of Winchester City Council. All of their advice and recommendations will be considered by the Cabinet Leisure Centre Committee, or under appropriate delegations.
- 1.10 The Cabinet Leisure Centre Committee is the decision making body and part of Winchester City Council Governance.

Required Outcome

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

Performance Standards

A list of standards that relate to the output that the Contractor shall meet but which are covered by regulations, Legislation, British & European Standards etc and standards

that set out the level of performance that the Contractor shall meet and will determine whether the Contractor is meeting the requirements of the Authority. These must be met by the Contractor if the Services Specification is deemed to be achieved.

Reporting Requirements

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

2. MEASUREMENT

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

3. REPORTING

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

Part 1A – General

4. SPECIFIED FACILITIES

- 4.1 For information purposes only, below are the Facilities that form part of the Agreement during the Contract Period.

Winchester Sports Stadium

- 8 lane synthetic athletics track
- 100m x 60m sand based artificial grass pitch
- Clubhouse incorporating changing facilities, toilets and classrooms

- 4.2 The Current River Park Leisure Centre is due to be closed and replaced by the New Winchester Sport and Leisure Centre on in 2021. The new facility mix will include:

New Winchester Sport and Leisure Park

- 8 Lane x 50m Main Swimming Pool
- 20m x 10m Learner Pool
- Hydrotherapy Pool
- Splash Pad
- 200 Station Fitness Suite
- Spinning Studio
- 8 Court Sports Hall
- Full sized Artificial Tiger Turf pitch (hockey pitch)
- 2 Activity Studios
- 4 Squash Courts
- Clip and Climb/Soft Play
- 8 Lane Athletics track
- 8 Consultation/Treatment Rooms
- Cafe
- There is an existing Boxing Club on the site which will need to be relocated. WCC are considering locations.

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

5. PROPERTY DATABASE

- 5.1 The Contractor must maintain a Property Database to record all new and existing structures, plant, materials, components, and fittings over the Contract Period. The contractor will receive the information in BIM (Building Information Modelling) format from the design team and will be responsible for updating these records accordingly. This shall be achieved by developing the following in line with future legislation relevant to the operation of the facility, providing records as required:
- a. BIM is to be used which is to be cross-referenced with asset registers for the Facilities, to be updated as and when alterations or any new works are carried out (as applicable)
 - b. An equipment inventory which shall be updated as and when equipment is removed, updated and/ or introduced

- c. Development of an energy management and monitoring programme
- d. Updated Equality Act 2010 audits
- e. Updated legionella monitoring and control record
- f. Periodic electrical test certificates.
- g. Water quality and water hygiene records.

5.2 The minimum requirements for each item logged on the Property Database are as follows:

- a. Manufacturer/model/serial number and date of installation
- b. Contact information of the manufacturer/importer/agent/supplier
- c. A unique identification barcoded asset label (if appropriate)
- d. The inspection/service interval required (including statutory inspections)
- e. Record(s) of inspections
- f. Information on any modifications/specification changes/refurbishment/ replacement of items
- g. Information on buildings, energy and utilities usage
- h. Condition and lifecycle of the plant/equipment.

5.3 The Property Database shall be easily interrogated by 'key word entry' to find, for example, the life history of a 'component'. A copy shall be submitted to the Authority for approval three months before the Commencement Date and three months prior to the beginning of each subsequent Contract Year. This must be an electronic database and the Authority shall have remote read-only access to the database.

Part 1B – Annual Performance Requirements

The following items shall be assessed annually:

6. Authority's Outcomes
7. Quality Management Accreditation
8. English Federation of Disability Sports' Inclusive Fitness Initiative

6. AUTHORITY'S OUTCOMES

Required Outcome

- 6.1 The Authority requires the Contractor to work towards and adhere to key up to date national, regional and local strategic policy. It also requires the contractor to demonstrate that investment and action is making a difference to people's lives; to be able to demonstrate the impact the delivery of the leisure service is having on local individuals and communities within the district. The Authority requires the Contractor to work in partnership with local, regional and national stakeholders to demonstrate the outcomes being achieved through the delivery of the leisure service.
- 6.2 The Contractor shall ensure that the Services contribute towards and shall evidence the Services' contribution towards the following documents (or the future equivalent/replacement strategies/documents) set out in the following tables.
- 6.3 Examples of potential indicators to evidence achievement of the Authority's Outcomes and the plans/targets are provided below (to be used as a minimum) however the Contractor shall submit proposals to the Authority for the Authority's approval detailing how it will measure the delivery of the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents that have been based on the Authority's strategic objectives.
- 6.4 During the first Contract Year both parties shall meet and agree an "Outcomes Scorecard". The balanced scorecard shall set out a series of key performance target indicators linked to the Authority's Outcomes. Both parties shall identify primary performance measures, score banding based on a RAG (Red, Amber, Green) rating system, scores, supporting commentary and action plan points.

Table 1 Sport and Physical Activity Strategies and KPIs

	Strategic Context & Sport and Physical Activity Objectives	Measurements (KPIs)	Inputs from Leisure Contractor
Ref	SPORTS STRATEGIES		
SS1	Sports Facility Needs Assessment 2017-2037, Winchester City Council – Council Strategy: 2017-20. A Blueprint for Winchester's Future. Winchester District Sport and Physical Activity Framework 2018-23		
SS1(a)	Participation & physical activity & reducing inactivity	Usage User profile & target group participation Participation levels (Active People Survey / Active Lives Survey)	Programming arrangements Pricing structures Promotion to consider SE Behaviour Change Model Engagement with community organisations (including under-represented groups), Educational Establishment, health agencies, Council tenants

SS1(b)	Progression and development routes, particularly junior development	<p>Programme development</p> <p>Participation levels in sport and physical activity (APS / ALS) 5-25 age groups and over 25s</p> <p>Talent identification</p>	Coherent and comprehensive sports programme including links to partner organisations where appropriate
SS1(c)	Clubs, NGBs & wider / alternative partnerships	<p>Partner feedback</p> <p>Programmes and partnerships developed</p> <p>Training activities delivered</p> <p>Coach and volunteer development</p>	<p>Sustained and productive partnership engagement with clubs, governing bodies & community organisations</p> <p>Engagement with accredited training providers</p>
SS1(d)	Sustainable facilities and operations	Financially sustainable leisure management contract	Sustainable business model
SS1(e)	Tackling inactivity	Number of people participating in activity that would previously have been classified as inactive	<p>Accessible programming</p> <p>Support to health & exercise referral classes/ programmes</p>
SS1(f)	Activities for children and young people (up to the age of 24)	Number of children and young people (up to the age of 24) participating in activities at the leisure centre and through outreach programmes.	Provision for long-term engagement with inactive sections of the community
SS1(g)	Encouraging volunteering	Number of volunteers helping to deliver activities and programmes.	Engage with partners to offer volunteer opportunities

Performance Standards

- 6.5 The Contractor must ensure that its programming, pricing, policies, development plans, marketing and training are focussed to support the Authority in achieving the desired outcomes or targets set out in the Authority's Outcomes Documents.
- 6.6 Where appropriate the Contractor shall develop a series of development action plans in order to demonstrate how it proposes to meet the required performance standard and contribute to the achievement of the Authority's Outcomes. These shall include for example, sports development, health and wellbeing and partner engagement plans. The development plans should be provided alongside the annual Outcomes Report.

Reporting Requirements

- 6.7 The Contractor must provide an annual "Outcomes Report" that provides qualitative and quantitative evidence of how the Contractor / Facilities have contributed to the achievement of the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents, supported by the completed Outcomes Scorecard and any relevant development action plans. The Authority's Outcomes Report and associated development plans must be provided within one month of the start of the second Contract Year and annually thereafter. The Contractor must assist the Council with its monitoring and reporting obligations to Sport England in relation to the Strategic Facilities Fund (if Sport England funding has been received).
- 6.8 The annual Outcomes Report should highlight any outcomes which the Contractor has not contributed towards and provide an annual action plan for the following year of how this will be addressed and how the other Authority Outcomes will continue to be delivered. It should also identify

any beneficial outcomes that the Contractor has achieved in addition to those required by the Authority.

- 6.9 The completed Outcome Scorecard will enable both parties to effectively monitor performance against achievement of the Authority's Outcomes and the plans/targets set out in the Authority's Outcome Documents.
- 6.10 The contractor to report quarterly on the contract key performance indicators (KPI) agreed between the contractor and the Authority prior to the start of the contract. These KPI's to be evaluated annually and amended accordingly.

7. QUALITY MANAGEMENT ACCREDITATION

Required Outcome

- 7.1 A recognised quality management certification (for example Quest Accreditation or future equivalent) shall be maintained by the Contractor for the New Winchester Sport and Leisure Centre throughout the Contract Period as agreed by the Council.

Performance Standards

- 7.2 In relation to the New Winchester Sport and Leisure Centre, the Contractor shall maintain the accreditation throughout the Contract Period and aim to achieve scores in the top 25% of all Facilities assessed nationally. The target percentage should be achieved within 12 months following the opening of the New Winchester Sport and Leisure Centre.
- 7.3 Where Quest is used as the quality management accreditation, the Contractor shall maintain Quest Accreditation throughout the Contract Period and be awarded a banded score of 'Good' or above for the Facilities.
- 7.4 Accreditation shall be undertaken by independent assessors.

Reporting Requirements

- 7.5 The Contractor shall inform the Authority of the results of its quality management assessment within seven Business Days of receiving notification and any subsequent maintenance visit.

8. INCLUSIVE FITNESS INITIATIVE (IFI) MARK

Required Outcome

- 8.1 The Contractor shall achieve and maintain the Inclusive Fitness Initiative Mark, the quality mark accreditation scheme for fitness facilities based upon the principles of the Inclusive Fitness Initiative, throughout the Contract Period. The target date for the Contractor achieving the quality mark is to be no later than one year following the Commencement Date.

Performance Standards

- 8.2 The Contractor shall achieve and maintain the IFI Mark throughout the Contract Period.
- 8.3 IFI Mark accreditation assessment shall be undertaken by an accredited IFI assessor.

Reporting Requirements

- 8.4 The Contractor shall inform the Authority of the results of its IFI Mark Assessment within seven Business Days of receiving notification of the result.

Part 1C – Service Performance Requirements

The following areas are covered within the Service Performance Requirements:

9. Customer Service
10. Catering and Vending
11. Event Management
12. Sports Development
13. Health and Wellbeing
14. Marketing and Publicity
15. Incident Reporting
16. Pricing Requirements
17. Opening Hours
18. Activity Programming

9. CUSTOMER SERVICE

Required Outcome

- 9.1 The Contractor shall ensure a high level of customer care so that all Users receive a high quality and positive experience at the Facilities. The level of customer care shall be reflective of Good Industry Practice and provide a level of customer service that will facilitate achievement of the Authority's Outcomes.
- 9.2 The Contractor shall provide a comprehensive customer service charter which provides that Users are dealt with promptly, effectively and courteously at all times.
- 9.3 The Contractor shall operate and administer a comprehensive and effective User comments and feedback system, to encourage feedback and record verbal and written comments. The system shall be operated in accordance with the Contractor's Marketing, Customer Care and CRM Method Statement. This shall take into account all User groups including NGB and elite athletes, local and wider community and club users and commercial and corporate users covering sporting and non-sporting use.
- 9.4 The Contractor shall carry out systematic and consistent customer service research, using a range of techniques (including digital, non digital and social media) which reflects all relevant user and non-user perspectives. The Contractor shall ensure that the information ascertained from the research is analysed and the results used to inform future service delivery.

Performance Standards

- 9.5 The key principles of the Authority's customer care requirements are set out below. The Contractor shall meet these requirements:
 - a. A customer care policy exists, is freely available to the public and is implemented; and a clear customer charter is displayed (in reception and on the website)
 - b. Staffing levels are appropriate to meet the demands of the participation / usage patterns at the Facilities to ensure high standards of customer service
 - c. All staff are trained by the Contractor in customer care as part of its new staff induction and ongoing refresher training
 - d. Staff in all areas respond positively to enquiries and sales opportunities and are empowered to resolve User complaints
 - e. Staff are helpful and pleasant, and appropriately dressed and presented at all times, with uniforms and name badges
 - f. Procedures are in place for dealing with difficult/ unusual User requests

- g. Provision of an effective system for dealing with lost and found property.
- h. Comprehensive customer information, branded in agreement with the Authority, is readily available at all times; this includes but is not limited to:
 - i. notice and display boards are up to date, clear, and professional in appearance
 - ii. information to the public on the availability of courses, activities and events conducted by the Contractor and the Authority
 - iii. digital communication technology and social media platforms (or future equivalent)
 - iv. any out-of-order equipment is clearly labelled accordingly and information provided as to the estimated timescale for repair and, if relevant, reopening.
 - v. appropriate environmental and service information, including pool water temperatures, is formally displayed in public areas
 - vi. results from self-monitoring and Authority monitoring visits, liaison groups, User comments, and complaints, reports, surveys and customer care activities are formally displayed in public areas, such as the website where appropriate
- i. All groups (including all individuals identified and included in the Equality Act 2010, or future equivalent) have easy access and equal opportunities.

- 9.6 The Contractor shall operate a User comments and feedback system in accordance with the Marketing, Customer Care and CRM' Method Statement. The Contractor shall ensure that all User complaints and comments are dealt with in accordance with the Authority's Customer Charter and the agreed Marketing, Customer Care and CRM' Method Statement to ensure that they are acknowledged within two Business Days if a full response cannot be sent within that period, with a full response sent within seven days. The Contractor shall ensure that details and records of all complaints, comments, forums and surveys are maintained including the date and time of each along with the response of the Contractor and reported to the Joint Advisory Board and Cabinet Leisure Centre Committee.
- 9.7 The Contractor shall ensure that the 'Marketing, Customer Care and CRM' Method Statement sets out how the Contractor intends to respond to comments and feedback and shall set out the use of User forums, mystery visit exercises, public meetings, staff representation on club committees and the use of User and non-User surveys. The Contractor shall ensure that a unique reference number is attached to each written/verbal comment or complaint so that the action taken in relation to a specific comment or complaint can be tracked.
- 9.8 The Contractor shall ensure that an electronic Help Desk is provided to deal with User queries, complaints and feedback and that forms are available for all Users to identify any issues for the attention of the Contractor. The Contractor shall ensure that the Help Desk is enabled to provide Authority access as and when required.
- 9.9 The Contractor shall engage regularly with individuals and groups regarding accessibility issues.
- 9.10 The Contractor shall carry out the following customer service research:
 - a. Focus groups for new developments at the Centre
 - b. Quarterly exit interviews
 - c. Quarterly analysis of all verbal and written comments and complaints including reporting percentage of complaints responded/resolved within the agreed parameters
 - d. Consultation with clubs, key User groups at least every six months
 - e. Mystery visits and telephone calls
 - f. Equalities monitoring data
 - g. Annual User and non-User surveys.
- 9.11 The Contractor shall carry out a detailed User satisfaction survey at the end of the first Contract Year. The format and content of the survey shall be agreed in advance with the Authority and results reported fully to the Authority within two weeks of receiving the survey findings together with a proposed action plan for agreement by the Authority.

- 9.12 The Contractor shall support the Authority with additional consultation relating to customer service from time to time.

Reporting Requirements

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

10. CATERING AND VENDING

Required Outcome

- 10.1 The Contractor shall provide a high quality, ethical, healthy and value for money, catering service which offers a range of interesting, appetising and nutritious food and drink to the wide variety of users of the Facilities.
- 10.2 The Contractor shall provide a comprehensive food and drink selection that caters for different groups of Users as well as the different dietary requirements of Users including:
- a. Community and club users of all ages
 - b. Commercial users such as conference delegates
 - c. Staff members
 - d. Group/ individual visitors and spectators
 - e. Vegetarians, vegans and persons with specific dietary needs, especially gluten and dairy free
 - f. Diverse cultural and religious background of Users and the local community to the Facilities
 - g. Special functions such as events, celebrations, special events etc.
- 10.3 The Contractor shall ensure that a good selection of both premium and affordable beverages, meals and snacks is available during the agreed Opening Hours. The Contractor shall ensure that the choice of beverages and meals includes nutritionally balanced, healthy meals and snacks as well as a range of "grab and go" offers. The Contractor shall also provide a variety of hot and cold drinks and healthy snacks, including low sugar, low fat and high energy through vending machines or otherwise outside of the agreed Opening Hours for catering. The Contractor shall also ensure that the vending meets the requirements of the school meal plan.
- 10.4 The Contractor shall ensure that a healthy, balanced, seasonal menu is offered in the catering Facilities and updated frequently. The Contractor shall ensure that the marketing associated with the catering Facilities is professional in appearance and focuses on maximising revenue and promoting a healthy, ethical lifestyle.
- 10.5 The Contractor shall ensure that, wherever possible, re-usable crockery and cutlery is used for service within the catering offer and recyclable packaging materials will be used for all takeaway food and drink and plastic straws will not be used. Where this is not possible, alternative packaging should be suggested including compostable and bio-degradable, with the appropriate means of disposal.

Performance Standards

- 10.6 The Contractor shall demonstrate a clear understanding of the requirement for a quality and sustainable catering service that meets all its diverse User needs. This shall be set out in a Method Statement and shall cover as a minimum:

- a. Catering service recommendations (detail to include an indication of method and menus when catering for a number of people, such as teas for sports clubs).
 - b. Sample menus and Sample tariffs where appropriate
 - c. Specific plans for catering within the Facilities
 - d. Details of the Contractor's purchasing policy and procedures including how it plans to operate in an environmentally and socially responsible manner, minimising negative environmental social effects.
 - e. Sample cleaning schedules
 - f. Outline marketing approach
 - g. Catering management structure and roles
 - h. Details of person and job specifications for all key catering positions
 - i. Support resources available
 - j. Details of site specific induction and training plans for all catering staff
 - k. Clarify the catering quality assurance programme that will be introduced and the benefits it will bring to the Facilities and customers alike.
- 10.7 The Contractor shall ensure that menus and tariffs are clearly displayed including relevant allergen detail.
- 10.8 The Contractor shall ensure that a supply of chilled drinking water and disposable cups (other than that provided by mains taps) is provided for all Users of the Facilities free of charge and is located in appropriate public areas such as the fitness suites, fitness studios, sports hall, catering Facilities and meeting rooms.
- 10.9 The Contractor shall ensure:
- a. compliance with the current Food and Hygiene Legislations (England) and any updated food hygiene legislation through the contract.
 - b. compliance with the Health and Safety at Work Act 1974 and associated regulations
 - c. it provides all equipment, crockery/ cutlery and other consumables for the preparation and delivery of the catering and vending Service in the Facilities as identified on the Equipment Inventory to be approved by the Authority's Representative.
 - d. the deep clean of the kitchen, ventilation system, dining room and designated areas in accordance with statutory and EHO regulations.
 - e. allergy compliance Food for Consumer Legislation EU FIC 2014.

Menu and food service

- 10.10 The Contractor shall ensure that an appropriate menu selection is made available throughout the service delivery time. The Contractor shall ensure that all food is replaced/ replenished at proper intervals during pre-agreed meal times to ensure freshness at all times.
- 10.11 The Contractor shall:
- a. comply with the provisions of Winchester City Council's Food Standards Agency National Food Hygiene Rating Scheme (FHRS), and
 - b. at all times maintain a rating of '4' or above, as determined under the FHRS.
- 10.12 The Contractor shall apply for and achieve the FHRS award within six months from the Commencement Date and must maintain at all times throughout the contract period.
- 10.13 The Contractor shall ensure that the purchase and procurement of food and consumables is from reputable suppliers in accordance with the submitted food procurement policy. BRC or STS accreditation is desirable. The Contractor shall ensure that local fresh produce suppliers are used wherever possible and that all meat and poultry is Red Tractor farm assured as a minimum standard where possible. The Contractor shall aim to use Fairtrade products and supply from sustainable sources.

- 10.14 The Contractor shall ensure the use of low energy, suitably sourced and maintained vending machinery. All vending machines and ancillary equipment shall be installed correctly and be fully operational in accordance with the manufacturer's instructions. The use of vending machines or similar devices should be attached to the machines where possible to assist in the reduction of energy. They shall not cause obstruction to thoroughfares. The Contractor shall ensure that the vending machines and areas surrounding vending machines shall be clean and free from packaging and rubbish.

Food safety regulations

- 10.15 The Contractor shall ensure that the provision of catering services complies in all respects with relevant food safety regulations and statutes, and that an annual review of Hazard Analysis and Critical Control Points (HACCP) is completed.
- 10.16 The Contractor shall comply with the requirement to register the premises under food safety Legislation with the Regulatory Services Department of Authority and provide written confirmation of the fact to the Authority's representative within one month of the Commencement Date. The Contractor shall operate all licenced premises in accordance with the Licensing Act 2003. The Contractor shall ensure that all temporary licenced bars have a premises licence and a designated premises supervisor. The Contractor shall comply with the conditions of the premises licence.
- 10.17 The Contractor shall provide a written Food Safety Management System and ensure that all food handlers have training in food hygiene and allergy awareness commensurate with their responsibilities

Food hygiene

- 10.18 The Contractor shall remove all rubbish from the kitchen and dining areas to a designated location on-site in a safe and hygienic manner. The waste storage receptacles must be capable of preventing access by pests and be of sufficient size and emptied at sufficient frequencies to ensure all waste is contained.
- 10.19 The Contractor shall ensure that trays, litter and other debris shall be cleared away and tables wiped periodically to provide a tidy and clean mealtime. The Contractor shall ensure that there shall be no failure to clear trays, litter and other debris or to clean tables such that new diners have a clean place to sit and eat.
- 10.20 The Contractor shall ensure that a sample cleaning schedule is provided with the schedule to show how the kitchens and other spaces are cleaned and recorded. Each kitchen and dining area is cleaned daily at the end of the shift to the required level for the following day's work.
- 10.21 The Contractor shall ensure that as a minimum the catering services shall be subject to an annual independent hygiene audit, the results of which must be provided to the Authority's Contract Manager within one month.

Quality of catering service

- 10.22 The Contractor shall ensure that the catering services are customer focussed and efficient. If any complaint is received in respect of the service provision the Contractor shall make a record and make appropriate investigations. The Contractor shall regularly review complaints, and any actions taken, and make recommendations on how to resolve any ongoing issues.
- 10.23 The Contractor shall ensure that catering service efficiency is measured as part of an annual satisfaction survey. The Contractor shall seek to achieve 90% overall satisfaction in the annual survey review.
- 10.24 Desirable that the Contractor will aim to achieve the Soil association's Bronze "Food for Life" standard as a minimum and work towards gold as appropriate. At the very least the Contractor will aim to meet the basic criteria by not using banned substances and utilising Farm assured meats.
- 10.25 Desirable that the Contractor will aim to achieve the Sustainable Restaurants Association's 1 Gold star award and work towards three star rating.

Facilities

- 10.26 The Contractor shall maintain the catering Facilities in a hygienic condition. The dining area shall be clean and tidy at all times before scheduled meal times and shall be periodically cleaned during times of use. The required crockery and cutlery shall be provided by the Contractor for Users.
- 10.27 The Contractor 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.
- 10.28 The Contractor shall wherever possible, buy from small, independent suppliers, use Fairtrade, organic and sustainable suppliers wherever possible.

Food health and safety

- 10.29 The Contractor shall ensure that the provision of the catering service complies in all respects with relevant health and safety regulations. The Contractor 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.
- 10.30 The Contractor shall ensure that all accidents are recorded in accordance with health and safety regulations and Contractor procedures.
- 10.31 The Contractor shall ensure that where use of chemicals or substances is called for, COSHH data sheets are completed and all staff have access to relevant COSHH data information.

Staff

- 10.32 The Contractor shall ensure that all catering staff are appropriately trained, competent and informed of all areas relating to food safety and health and safety. The Contractor shall ensure that an annual training plan is completed (reviewed quarterly) to ensure that all catering staff are appropriately trained in areas including, but not limited to the following:
- a. Basic food hygiene
 - b. Advanced food hygiene
 - c. Food Allergy Training (level 2 and 3)
 - d. Health and safety (including COSHH, risk assessments, safe systems at work, manual handling etc)
 - e. Service delivery
 - f. Customer Service
 - g. Marketing/ merchandising
 - h. Refuse disposal and recycling
 - i. BII – British Institute of Innkeepers

Reporting Requirements

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

11. EVENT MANAGEMENT

Required Outcome

- 11.1 The Contractor shall have a clear policy in place for effective event management. The Contractor shall effectively promote events at the Facilities to support the delivery of the Authority's Outcomes, ensuring that non sporting events are appropriately balanced with sporting events to deliver against the Authority's Outcomes.
- 11.2 The Contractor shall ensure that events staged at the Facilities showcase and promote the Facilities to Users and take into account all specific site restrictions.

- 11.3 The contractor will provide technical and operational support as necessary to ensure that Authority sponsored events fulfil their objectives and stakeholder requirements

Performance Standards

- 11.4 The Contractor shall manage and promote events in accordance with the Programmes of Use, Sports Development, Health and Wellbeing and Marketing Plans. The Contractor shall obtain consent for the holding of events from appropriate authorities, and shall ensure that events adhere to all relevant site restrictions, and that any event being staged at the Facilities does not – without appropriate notice being provided and mitigating arrangements being in place - disrupt other Users of the Facilities.
- 11.5 The Contractor is responsible for all aspects of events from marketing and planning through to staging and post-event feedback. For a large scale event this will include the production of an event management plan and risk assessment. The Contractor shall ensure that its delivery of each event includes all aspects of management required to ensure that the event runs smoothly and shall include management of car parking Facilities and liaison with local residents. The Contractor shall ensure that sufficient staffing is available to resource the event.
- 11.6 The Contractor shall ensure that each event is delivered to the requirements of the specific User i.e. National Governing Body, corporate business or international organisation. The Contractor shall ensure that the management and staffing of events is carefully planned to ensure that a dedicated single point of contact is available to all Users. The identified single point of contact shall retain responsibility for the event both during the planning phase but also the delivery with a visible on-site presence.
- 11.7 The Contractor shall ensure that all hirers are competent in respect of the nature of their event and those hirers and event organisers have appropriate public liability and other insurance cover where applicable.
- 11.8 The Contractor shall provide or ensure that event organisers provide sufficient numbers of mobile toilets and arrange the supply and connection of relevant services and that they supply and erect marquees (if relevant) in connection with their events.
- 11.9 The Contractor shall provide appropriate temporary seating in connection with their events.
- 11.10 The Contractor shall ensure that suitable parking for stewards is provided for events.
- 11.11 The Contractor shall actively seek to obtain User feedback in relation to any event staged and shall demonstrate how feedback received has been used to improve future event delivery.

Authority Sponsored Events

- 11.12 For events promoted by the Authority, the Contractor shall provide reasonable assistance in the organisation of these events, and shall sell tickets for these events, at no additional cost to the Authority. The Authority will negotiate with the Contractor any costs above the normal hire fee or operating costs, if necessary.
- 11.13 The Contractor's staff shall involve themselves in the negotiations and meetings with event promoters, media and athletes to ensure that events are successful and the Authority's image (and the Contractor's) is enhanced.
- 11.14 The Authority may require the Contractor to be responsible entirely for the management or promotion of an event on its behalf. In this case, the Authority will negotiate a separate fee with the Contractor.
- 11.15 In relation to the Authority's use of the Facilities for a Civil Emergency, or to establish a temporary Rest Centre, the Contractor will:
- a. make key staff available at no cost to the Authority for test and exercise training by the Authority every 24 months under the Civil Contingencies Act 2004 and also use its best endeavours to make its staff available for further meetings or training to assist the Authority if a Rest Centre is required or a Civil Emergency occurs; and
 - b. provide the Facilities or any part thereof at no cost to the Authority except the Authority shall pay to the Contractor such proportion of any funding received from central government relating to such use of all or part of the Facilities having deducted any sum or sums already paid or to be paid by the Authority to the Contractor for that use. In the event that no funding

is received from central government, in consideration of the Contractor allowing its staff during their normal working hours to be redeployed for training and in assisting the Authority by carrying out work arising as a result of a Civil Emergency or if a Rest Centre is required and a reasonable expectation that Contractor staff will volunteer to take instruction from the lead agency (Gold Command) in any Civil Emergency, the Authority will pay the Contractor a reasonable sum to be agreed between the Parties based on the work involved.

11.16 In relation to the Authority's use of the Facilities for Elections, the Contractor will:

- a. provide the use of the Facilities or any part thereof at no cost to the Authority except the Authority shall pay the Contractor such proportion of any funding received from the Cabinet Office and HM Treasury relating to such use of all or part of the Facilities having deducted any sum or sums already paid or to be paid by the Authority to the Contractor for that use; and
- b. where use of the Facilities is for a count, whether that be held during the day or overnight, and the Contractor is to carry out all or some of the setting up and/or employ additional staff to help the Authority's elections team and/or assist with security and/or provide refreshments to the staff working at the count, the Authority will pay a reasonable sum to the Contractor which will be agreed in advance of booking and will be based on a comparison with the Cabinet Office and HM Treasury fee and no other payment will be due.

Reporting Requirements

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

12. SPORTS DEVELOPMENT/HEALTH & WELLBEING/ACTIVE LIFESTYLES SCHEME

Required Outcome

- 12.1 Sports development is an important tool in achieving greater participation in under-represented groups; and in providing structured opportunities for progression and encouraging long-term maintenance of activity, among all participants.
- 12.2 Health and Wellbeing outcomes are also important with regards to targeting users with long term health conditions to attend exercise referrals and classes targeted at patients with specific conditions. The Contractor is required to utilise exercise referral software to administer these sessions.
- 12.3 Winchester City Council is responsible for overseeing the delivery of an Active Lifestyles Scheme. The Council employs staff to deliver this work and the contractor will be expected to work in partnership with the Council to deliver aspects of the scheme at the sport and leisure centre. The scheme includes exercise referrals and classes for adults with long term health conditions. Fitness instructors will be expected to support this work and assist with the delivery of this scheme. This will require them to have exercise referral qualifications and level 4 qualification for specific health condition classes.
- 12.4 The Contractor therefore acknowledges the importance of sports development and health and wellbeing and shall prepare annual Sports Development Plans and Health and Wellbeing Plans for approval by the Authority's Representative and implementation by the Contractor. These Plans shall closely reflect the Authority's Priorities and the themes in the Winchester District Sport and Physical Activity Framework and take account of the needs of the district to include appropriate breadth of programming, active promotion of healthy lifestyles, and partnerships with appropriate organisations. Specifically, the Contractor shall indicate how its Plans aim to:
 - a. encourage inactive people in the District to become active
 - b. reduce the proportion of people in the District becoming inactive.
- 12.5 The Contractor shall ensure that these Plans also demonstrate effective and sustainable improvements on issues such as improving health and tackling health inequalities, increasing community safety, raising attainment and promoting social inclusion. This will involve the Contractor working in partnership with various local and regional organisations (including UK Government, Sport England and Public Health England and National Governing Bodies of Sport) to identify issues and agree priorities.

Performance Standards

- 12.6 The Contractor shall identify where it will work with the Authority within and beyond the Facilities to address the Authority's key objectives and aid the delivery of the Authority's Outcomes. In particular:
 - a. The Contractor shall ensure that the Development and Health and Wellbeing Plans are developed and implemented, setting out in detail how programmes will support increased participation and opportunities for progression across the community, with particular reference to those priority groups identified by the Authority from time to time. The Contractor shall ensure that the plans are submitted to the Authority for approval three months prior to the Commencement Date and then, annually thereafter, by 31st December for implementation the following Contract Year.
 - b. Implementation of these Plans will be led by designated and suitably experienced members of staff, appointed by the contractor in consultation with the client.
 - c. Programmes of activity will respond to the Authority's objectives and key outcomes, and be flexible to accommodate future changes in local demographics and participation trends.
 - d. Programming will reflect a clear philosophy on sports development, health and wellbeing and equity informed by current guidance from appropriate sport and health organisations including sports Governing Bodies and Sport England.
- 12.7 The Contractor shall ensure that the Sports Development and Health and Wellbeing Plans include specific provision for:

- a. Programmes to promote and increase participation in sports and physical activity, and thereby improve the health and wellbeing of the community. Programmes of activity will be accessible to all members of the community, and active measures will be taken to include those who may be constrained by economic, social or physical factors.
- b. Structured and comprehensive programmes for skills development at a range of levels from introductory to competitive performance, consistent with the principles of long-term athlete development and with recognised sports governing body frameworks where appropriate.
- c. Innovative approaches to programming and services, with particular regard to the range of activities and forms of delivery.
- d. Linkages and participant pathways between community, educational, health and sports provision, and between local, regional and national sports and health systems, as appropriate
- e. Active collaboration with relevant sports clubs, governing bodies, statutory authorities and community organisations both to directly strengthen local opportunity and to develop organisational capacity, particularly in accredited local sports clubs and associations. Such collaboration will be framed at all times by relevant accreditation and recognised good practice, particularly in relation to child protection, coaching qualifications and club organisation.
- f. Flexible and responsive pricing strategies which balance financial parameters with sporting and health outcomes, and particularly for example:
 - i. Capture opportunities for programme developments at under-utilised times or in under-utilised spaces
 - ii. Materially change consumer behaviour, for example through the provision of low-cost opportunities to key groups
- g. Relevant research and promotion to ensure that the services and opportunities provided are related to community needs and aspirations and are effectively communicated to that community. This includes, but is not limited to, the effective use of digital platforms, social media and physical information displays within the Centre and effective liaison with community and statutory organisations.

12.8 The Contractor shall ensure that progress against the Sports Development and Health and Wellbeing Plans are reported on a quarterly basis.

12.9 Where such reports indicate that no significant progress is being made, or that a relevant development opportunity may be more effectively captured by the Authority acting directly or in collaboration with other agencies, it may require the Contractor to provide programme-time and operational support on a marginal cost basis (i.e., direct material or additional staff-costs, or actual income foregone) to allow relevant initiatives to be undertaken. Such programme-time may not however exceed eight (8)-hours per week or 200 hours per annum, may not conflict with a prior booking commitment or demonstrably significant regular use.

Reporting Requirements

12.10 The Contractor shall ensure that the Sports Development and Health and Wellbeing Plans and programmes are provided to the Authority within three months of the Commencement Date and, annually thereafter, by 31st December for implementation the following Contract Year.

12.11 The Contractor shall ensure that Sports Development and Health and Wellbeing Progress Update is provided to the Authority on a quarterly basis within the first week following each three monthly anniversary of the beginning of each Contract Year.

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

13. MARKETING AND PUBLICITY

Required Outcome

- 13.1 Branding guidance will be supplied and agreed in advance of contract commencement, adopting branding in line with the JAB (Appendix 11). The Contractor will meet these branding guidelines set out by the Authority. Two tiers of funders will be identified with branding and logo placement suggested accordingly.
- 13.2 The Contractor shall ensure that the facilities are promoted as Winchester City Council and University of Winchester Facilities. The Contractor shall ensure that the Authority is recognised in marketing material (online and offline) and internal and external signage produced by the Contractor specifying the facilities and should include '[Contractor Name] working for Winchester City Council and the University of Winchester' with the Winchester City Council, University of Winchester and other partner logos clearly visible. The Contractor shall ensure that the facilities are managed in a way that promotes and enhances the reputation and values of the Authority.
- 13.3 The Contractor shall develop, maintain and improve the standards and the quality of the presentation of the Services in order that all available and potential resources are used effectively.
- 13.4 The Contractor shall ensure that an annual Marketing Plan is prepared in consultation with, and approved by the Authority; and that the Marketing Plan is used as a key tool in promoting usage of and access to the facilities and increasing commercial and brand awareness of the Facilities. The Contractor shall ensure that the materials and channels produced for marketing should reflect the Authority's objective to raise the profile of the Facilities and increase levels of usage with the overarching aim to contribute to the Authority's Outcomes.

Performance Standards

Marketing Plan

- 13.5 The Contractor shall develop a detailed Marketing Plan for the facilities and its services to ensure that Users and potential Users are made aware through a wide range of promotional channels (digital and non-digital) of the range of leisure services being offered and are encouraged to use and re-use the services. This plan shall promote community services alongside 'commercial' activities alongside centre memberships. The Marketing Plan covers the following areas:
- a. A complete 'situation analysis' which considers:
 - i. User (current and potential)
 - ii. market potential
 - iii. market share
 - iv. competitive activity
 - v. product analysis
 - vi. pricing policy
 - vii. promotion analysis
 - viii. partnership and stakeholder analysis
 - b. Measurable objectives giving recognition to the Authority's aims, policies, procedures and the Authority's Outcomes
 - c. A strategy which the Contractor will follow to meet the objectives set out in the Marketing Plan
 - d. The actions that the Contractor will adopt to achieve that strategy, including information on how specific target groups, that are under-represented among Users, will be reached; and the delivery of Participation Targets in accordance with paragraph 6, the Authority's Outcomes and aims/ objectives within the Sports Development and Health and Wellbeing Plans
 - e. The evaluation methods the Contractor will use to determine whether the Marketing Plan's objectives are being met and to review the strategy, tactics and actions being followed.
 - f. Sporting and Health and Wellbeing activities to be promoted and potential Users to be targeted (programming; courses; training courses, NGBs, local community, clubs (professional and local), health organisations etc.)
 - g. Specific plans in respect of:

- i. Partnership development for sporting events and activities (e.g. with Sport England, sports governing bodies, clubs and Student Union/University and low income groups)
- ii. Communications and public relations, consistent with the Authority's approach.
- iii. Promotion for sporting events and health promotion events (covering media / Users / events / ticketing / partnerships etc. as appropriate)
- iv. Promotion for non-sporting events, activities and services
- v. Promotion of the facilities' identity and broad visitor offer
- vi. Promotion of concessionary arrangements and targeted programmes
- vii. A detailed "Retention Strategy" to encourage member loyalty and minimise attrition rates through incentives for loyal or high usage members.
- viii. How the Contractor shall work with the Authority to maximise revenue generation through innovative and well-judged commercial approaches.

13.6 The Contractor shall ensure that the Marketing Plan is submitted to the Authority for its approval within three months of the Commencement Date and, annually thereafter, by 31st December prior to implementation the following Contract Year to demonstrate how the targets will be achieved. The Contractor may choose to follow the procedure for collecting User information within the National Benchmarking Service using independent consultants to gather the data.

13.7 The Contractor shall ensure that compliance with the Marketing Plan is assessed annually and agree by the JAB.

Public Information

13.8 The Contractor shall ensure that the names and photographs of the Contractor's Representatives, Facility Managers and other senior staff will be prominently displayed at all times, adjacent to the principal entrance to each of the Facilities in full view of Users.

13.9 The Contractor shall ensure that at all times the Facilities are open to Users and that there is always printed and web based information available on the opening hours of the Facilities, services, activities and prices (in the form of a centre directory as a minimum). The Contractor shall ensure that such information on display and on their website and in publication or advertisement and will ensure that information is up to date, accurate and professionally presented.

13.10 As well as publicising all information on their website, the Contractor shall ensure that printed information is made available to all relevant health organisations, local Tourist Information Centres, the Sport and Physical Activity Team of the Authority, other sports Facilities throughout the district, public libraries and, where appropriate, to local clubs and organisations. The Contractor shall co-operate in the distribution of various Authority-sponsored promotional material, agreed with the Authority's communications team.

13.11 The Contractor should provide all the information as outlined detailed in Appendix 10 on the website regarding accessible features of the Leisure Centre and Individual Disabilities Information.

Presentation

13.12 The Contractor shall ensure that no publicity material whatsoever is affixed to walls, doors, glass or any brickwork, plastered, wallpapered or painted surface with clear adhesive tape or bluetac; and that no publicity material or notices are produced or displayed in hand written form.

Recognition and Branding of the Council and the University of Winchester

13.13 The Contractor shall ensure that the design principles used in the production of marketing materials and signage are approved by the Council and University prior to use.

13.14 The Contractor shall ensure that the Council and University logos appear on external signage, signage in reception areas and all promotional mediums including web-sites and published material including stationery relating to the Services. Equal prominence must be given to the Authority, University and the Contractor's logo.

- 13.15 The Contractor shall ensure that all marketing material is branded in accordance with the Authority and University's official branding guidelines. The Contractor shall ensure that consideration is given to uniformity of branding, for example, colour schemes, designs and styling across the Facilities.
- 13.16 The Facility shall be referred to in all marketing and publicity as 'Winchester Sport and Leisure Centre'.

Authority and community promotions

- 13.17 The Contractor shall, from time to time, be expected to support sport and leisure activities being run or supported by the Authority either through cross-promotion, sponsorship, or as a presence at an event (e.g. local events and award ceremonies).
- 13.18 The Authority reserve the right to make use of appropriate wall-space within the Facilities, free of charge, for promotional and publicity material as determined by the Authority. The Contractor shall make provision for the display of promotional publications within the Facilities as determined by the Authority's Representative, which are either directly produced or supplied by the Authority; and shall provide wall and floor mounted display space within the Facilities as determined by the Authority for promotion of wider leisure, sports and health activities to aid the provision of information to the community.
- 13.19 The Contractor shall allow resident sports clubs and (space permitting) other local sports clubs to make use of notice boards as agreed from time to time by the Authority's Representative. The Contractor shall ensure that club notice boards are clearly named and that no information shall be displayed outside of the notice board area. It is critical to the quality of the building, the warranties of the materials and the safety of users, that signs and notices can only be positioned on the installed boards and not on external or internal glazing, walls or fixtures and fittings.

Third party advertising and recognition

- 13.20 Should the Contractor wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing by the Authority, and in particular before the third party's name can be displayed in the Facilities. The Contractor may seek sponsorship for events and activities, but shall obtain permission in writing from the Authority's Representative in advance of any negotiations with the potential sponsors.
- 13.21 The Contractor may, with the Authority's prior written approval sell a limited amount of advertising space within the Facilities on an income share basis. The Contractor shall not negotiate any agreement with any third party beyond the Expiry Date of the Agreement. The Contractor shall ensure that no advertising or publicity material is 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 Contractor shall remove such material immediately. The Authority accepts no responsibility for any loss incurred as a consequence of the removal of such material.
- 13.22 The Contractor shall ensure that all standards laid down by the Advertising Standards Council and Trading Standards Board are adhered to at all times and that publicity conforms to all relevant Legislation, including the Equality Act 2010.

Media and public relations

- 13.23 The Contractor shall submit a forward plan of media opportunities to the Authority's representative as part of the annual Marketing Plan and shall provide updates to this as part of the Quarterly Performance Monitoring Report.
- 13.24 The Contractor shall ensure that all media work (including all filming) is approved in advance by the Authority's representative. The Contractor shall ensure that all necessary permissions are gained from individuals involved or, where minors are concerned, from their parents or guardians (especially where filming or photography is involved).
- 13.25 The Contractor shall ensure that any event which may negatively impact on the reputation of the Authority is reported to the Authority within one hour of the event occurring. Any statements issued to the media must be agreed approved by the Authority.

Reporting Requirements

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

14. INCIDENT REPORTING

Required Outcome

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

Performance Standards

- 14.3 The Contractor shall ensure that records of all incidents, accidents, near misses and actions taken are made available for inspection by the Authority.
- 14.4 The Contractor shall ensure that all major incidents at the Facilities are reported to the Authority's Representative by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email within 24 hours of the incident.
- 14.5 The Contractor 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, 2013) or death or any other Emergency occurring at the Facilities, the incident is reported to the Authority's Representative by telephone at the earliest opportunity (and within no more than one hour), followed by a full report by email within 24 hours of the incident. Responsibility for notifying the enforcing authority under RIDDOR remains with the Contractor.
- 14.6 Severe injuries as defined by RIDDOR include:
 - a. Fractures other than fingers, thumbs or toes
 - b. Amputation
 - c. Dislocation of the shoulder, hip, knee or spine
 - d. Loss of sight (temporary or permanent)
 - e. Chemical or hot metal to the eye or any other penetrating injury to the eye
 - f. Injury resulting from an electric shock or electrical burn leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
 - g. Any other injury leading to hypothermia, heat-induced illness or unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
 - h. Unconsciousness caused by asphyxia or exposure to a harmful substance or biological agent

- i. Acute illness requiring medical treatment or loss of consciousness arising from absorption of any substance by inhalation, ingestion or through the skin
- j. Acute illness requiring medical treatment where there is reason to believe this resulted from exposure to a biological agent or toxins or infected material.

Reporting Requirements

- 14.7 The Contractor shall maintain an up to date log of all major incidents and severe injuries as defined by RIDDOR and their response to them.
- 14.8 The Contractor shall ensure that within three days following any emergency, a full account of the actions taken and the implications for future operations are provided by the Contractor to the Authority's Representative. In the event of the Authority or its insurers wishing to undertake an investigation, then the Contractor shall fully comply with any reasonable requests for information or staff attendance at such an inquiry.
- 14.9 The Contractor shall provide a summary of all accidents and incidents occurring at the Facilities as part of the quarterly Major Accidents and Incidents Report. The Contractor shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above should be included as part of the Quarterly Performance Monitoring Report.

15. PRICING REQUIREMENTS

Required Outcome

- 15.1 The Contractor's Pricing Policy shall promote the principles of equality of access and sustainability while meeting the agreed Participation Targets Annual Performance Standard. Usage and attendance by all sections of the wider and local community shall be encouraged through the Contractor's Pricing Policy to support delivery of the Authority's Outcomes and meet the objectives of the Sports Development and Health and Wellbeing Plans.
- 15.2 The Authority has agreed specific maximum prices (the "Authority's Pricing Requirements") for certain activities and Users. These prices include VAT where applicable (at the prevailing rate of VAT at the time of setting the charges). The Contractor may set its own prices for the use of Facilities and/or Users that are not specified in Appendix 3, (the "Contractor's Pricing Policy").
- 15.3 All Core Prices will be reviewed annually by the parties to the agreement, and may be increased by not more than 4% or the rate of inflation (as measured by the CPI), whichever is the greater.
- 15.4 The Contractor may propose variations to these principles in the course of the annual pricing review, or otherwise through the Change Protocol, for the approval of the Authority, which shall be entirely at the Authority's discretion and will be confirmed in writing to the Contractor. The Contractor must provide evidence and sound business reasons to support such variations including market research and benchmark comparisons both locally and nationally.

Performance Standards

- 15.5 The Contractor must not charge more than the prices (as adjusted through the annual pricing review) for the protected core activities or users as set out in Appendix 3 (Authority Pricing Requirements), without written consent of the Authority or as agreed through the Change Protocol. The Contractor is free to set the Contractor's Pricing Policy which will include prices for the use of Facilities that are not specified in Appendix 3. Charges for facilities, activities and services outside those required by the Authority pursuant to this Agreement such as corporate use and vending will be at the Contractor's discretion provided they do not in any way inhibit the achievement of the Authority's Outcomes or any other requirements of this Agreement.
- 15.6 The Contractor shall, and subject always to the Required Outcomes and Performance Standard above:
 - a. Offer concessionary prices for specific groups and individuals as set out in Appendix 3 (Authority Pricing Requirements)
 - b. Make use of pricing promotions to encourage increased use at all periods of the day reflecting work and cultural patterns in the community and demand on the Facilities.

- c. Give consideration where appropriate to the provision of concessions to participants on accredited talent development programmes, where such programmes entail particularly intensive individual use of facilities.
- d. Prioritise bookings made from clubs and organisations within the District where the majority of members are from within the District. Operators are to develop collaborations or partnerships with local sports clubs such as: swimming club, athletics club, hockey club and fitness and sport club (over 50s club).

15.7 The Contractor must ensure that all current fees and charges are displayed prominently in the reception area of the Facilities and as appropriate within the Facilities. The Contractor must ensure all prices are contained within the Facilities website. The Contractor shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

Reporting Requirements

15.8 The Contractor must provide proposals for prices of activities (as listed in Appendix 3 (Authority Pricing Requirements)) annually to the Authority no later than 31st December, prior to implementation the following Contract Year (the "Pricing Schedule").

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

16. OPENING HOURS

Required Outcome

16.1 The Facilities shall be accessible by the full community during the "Minimum Opening Hours", as defined in Appendix 1 of this Schedule.

16.2 The Minimum Opening Hours shall be reviewed by the parties on an annual basis, based on throughput trends for the Facilities or bespoke usage patterns.

16.3 Any material changes require approval in writing (such consent not to be unreasonably withheld).

Performance Standards

16.4 The Facilities must be available for public use during the Minimum Opening Hours.

16.5 The Contractor may submit proposals for any changes to the Minimum Opening Hours for the Facilities annually to the Authority no later than 31st December each year for approval by the Authority prior to implementation the following Contract Year.

16.6 The Contractor shall advertise all opening times on the relevant Facilities websites and digital platforms and shall provide printed information on opening times and timetables for the Facilities activity programmes.

16.7 Where appropriate the Contractor shall agree with the Authority closures of the Facilities, or any element therein, for the purposes of maintenance, in accordance with Clause 15 (Condition of the Facilities) and with the agreed Schedule of Programmed Maintenance.

16.8 In event of closure of the Facilities, or part thereof, owing to unforeseen or emergency conditions, the Contractor shall inform the Authority's representative immediately (by telephone and followed up in writing as soon as possible and within a maximum timescale of one hour of the closure). The Contractor shall ensure the Users are kept informed of the situation in accordance with the agreed Emergency Plan (see below).

16.9 The Authority may require the Facilities to be closed for the purposes of emergency planning responses.

16.10 The Contractor shall provide an Emergency Plan to the Authority for approval three months prior to the Commencement Date. In an Emergency, the Contractor shall implement the agreed Emergency Plan and inform the Authority of any Emergency as soon as practicable. Any updates should be

incorporated into the Emergency Plan and re-provided to the Authority on an annual basis by the 31st December of each subsequent Contract Year.

Reporting Requirements

- 16.11 The Contractor shall record via the electronic Help Desk all periods when conditions make the Facilities and/or part thereof unsuitable for use. Remote read-only access to the electronic Help Desk shall be provided for the Authority.
- 16.12 The Contractor shall maintain a log of hours that the relevant Facilities is not open on a daily basis and submit details of any performance failures, closures or service limitations during the Minimum Opening Hours, setting out the details of the closure, the reasons for such closure and any remedial action taken by the Contractor as part of the Performance Monitoring Report.
- 16.13 Any closure should be reported to the Authority immediately and as a maximum within an hour of its occurrence.

17. ACTIVITY PROGRAMMING

Required Outcome

- 17.1 The Contractor shall ensure that the Programmes of Use are developed in partnership with the Authority and contribute to the Authority's strategic Outcomes, and reflect a management philosophy that encourages participation by or engagement with all sections of the community. The Contractor shall also work collaboratively with clubs to develop the Programmes of Use.
- 17.2 The Contractor shall in particular maintain a balanced Programme of Use to maximise opportunities for participation by the community through a mixture of casual bookings, club bookings, structured and open access activities, and events. Particular consideration must be given to:
 - a. Optimising opportunities for new participants, while ensuring that existing participants are able to maintain and develop their interest.
 - b. Providing structured opportunities for progression, both within the Centre programme and through linkages to programmes elsewhere.
 - c. Developing and maintaining partnerships with sports, health and community bodies to support the wider development of provision across the District
 - d. Respond to changing demand and needs within the community.

Performance Standards

- 17.3 The Programmes of Use should be dynamic, innovative and responsive to the requirements of Users, including frequent or seasonal variations. The programmes should consider the various types of User and use to ensure that they are balanced, and target non Users as appropriate.
- 17.4 The Programmes of Use should:
 - a. offer a wide range of recreational opportunity to residents of the District, with a particular focus on encouraging greater levels of community participation across all ages and abilities as well as relevant local social and cultural groups
 - b. include a balanced programme of activity including structured courses, open access sessions, club bookings, casual usage, and special events informed by the latest good practice from key sports governing bodies and health agencies.
 - c. work with the Authority and the health partners to support members of the community with specific health needs through exercise referral and supported engagement programmes, with appropriate provision for onward progression and exit pathways
 - d. be responsive to usage levels, User and non-User research, and changing Authority priorities and wider recreational trends to provide a dynamic service which is relevant to local needs
 - e. reflect a regular and planned review of programme objectives and outcomes
 - f. make optimum use of the available resources and facilities

- g. contribute towards the Authority's Outcomes, and particularly reflect the agreed annual Participation Targets (as described in paragraph 6 of this Services Specification).
- h. allow for consistent and regular casual access, particularly to swimming, alongside structured programmes, competitions and club bookings
- i. maintain and develop existing provision for school swimming, responding to current government initiatives as appropriate and providing accessible pathways to club or further instruction programmes as appropriate
- j. include comprehensive and regular school holiday programmes, with specific provision for children and young people with disabilities, care or health needs, in accordance with current legislation

Special Events

- 17.5 The Contractor shall honour any special events already confirmed prior to the Commencement Date of the Contract in accordance with the programming requirements set out in Appendix 2 of this Schedule.
- 17.6 The Contractor shall take special event bookings for the use of Facilities and Services for up to twelve months beyond the Termination or Expiry Date of the Contract (whichever is earlier) but any fees collected for such bookings must be remitted to the Authority upon the Termination or Expiry Date (whichever is earlier).
- 17.7 The contractor should actively facilitate and promote local, regional and national sports events within Winchester including athletics championships and swimming galas that have a direct economic benefit to Winchester District.

Non – Sporting Events

- 17.8 There shall be no more than 6 (six) non-sporting events (excluding elections and referendums) held at the Facilities per year. Any additional non-sporting events may only be held with the Authority's written agreement.
- 17.9 Zones within the Facilities may be used by the Contractor to provide a varied and balanced programme of non-sporting events providing that the proposed activity is not of a sensitive nature, is not an activity, which might damage the Facilities, its fixtures or equipment or detract from the image of the Authority. The Authority reserves the right to cancel any such proposed event and will accept no responsibility for any loss incurred as a consequence of such a cancellation.
- 17.10 In all cases, the Contractor shall seek the Authority's prior written approval for each type of non-sporting event booking taken for the Facilities.
- 17.11 If at the Commencement Date there are a number of pre-booked events, functions and other hire arrangements, the Contractor shall honour the dates and details of these bookings, including the terms and conditions prevailing at the time of booking.

Programme Development

- 17.12 The Contractor shall review the effectiveness of the Programmes of Use on a regular basis, but in any event as a minimum every 12 months using market information and through consultation with relevant Users.
- 17.13 The Contractor and the Authority shall work together to ensure that the Programmes of Use reflects the changing needs of the Users. The programmes should evolve with changing needs and aspirations of Users and the Contractor must therefore work to identify new opportunities and discuss these with the Authority.
- 17.14 The Contractor shall ensure that future Programmes of Use will continue to support the established arrangements with local clubs and enable the schemes to be expanded to meet demand. These programmes will be identified in the annual Sports & Physical Activity Framework Action Plan.
- 17.15 The Contractor shall submit the initial proposed Programme of Use to the Authority for the Authority's approval three months prior to the Commencement Date.
- 17.16 The Contractor shall submit proposed Programmes of Use to the Authority by 31st December each year for the Authority's approval and for the Contractor to implement in the following Contract Year. An approved Programme of Use may only be changed with the written agreement of the Authority.

Reporting Requirements

- 17.17 The Contractor shall submit Programmes of Use to the Authority three months prior to the Commencement Date and, annually thereafter, by 31st December for the Authority's approval and the Contractor's implementation the following Contract Year.
- 17.18 A "Programme of Use Progress Update" must be provided to the Authority on a quarterly basis as part of the Performance Monitoring Report.
- 17.19 The Contractor shall submit details of any failure to honour any events, functions and hire arrangements that are pre-booked at the commencement of this Agreement as part of the Performance Monitoring Report.
- 17.20 The Contractor shall maintain a record concerning actual use of the Facilities and activities and shall submit details of the outcome of programming reviews, activity usage, and of any failure to provide any of the specified Performance Standards, activities or sessions as part of the Performance Monitoring Report.

CONFIDENTIAL

Part 1D – Facilities Performance Requirements

The following issues are covered under Facilities Performance Requirements:

18. Cleaning
19. Environmental and Energy Management
20. Maintenance of Buildings, Plant & Equipment
21. Grounds Maintenance
22. Equipment
23. Access
24. Legislation and Policy
25. Water (Hot and Cold Installations)
26. Drainage
27. Ventilation
28. Heating (Thermal Comfort)
29. Lighting
30. Pool Water Quality (Swimming Pool Installations)
31. CCTV and Security

18. CLEANING

Required Outcome

- 18.1 Cleaning of the Facilities in such a way as to maintain a healthy and safe environment for all Users; allowing for efficient and effective operational use of the Facilities and promoting a positive image of the Facilities at all times. The Facilities must be 'visibly clean' at all times. It is critical to the lifecycle of the building fabric that cleaning is undertaken in accordance with the manuals and the equipment required.
- 18.2 This includes, without limitation, the following:
- a. To keep the entrance (internal and external) to the Facilities safe, tidy and clean
 - b. To clean glazing inside and outside to maintain its transparency and appearance and ensure these areas are free of notices and other signage that is not part of the completed fabric
 - c. To keep toilets odour free, sanitary and clean for use, with soap dispensers replenished
 - d. To keep all other sanitary equipment and other sinks and fittings in a clean, hygienic condition for use
 - e. Hard and soft floors (including stairs and landings) to be kept clean, tidy and safe
 - f. To ensure that there are no areas of standing water within the Wet Changing Facilities/ Dry Changing for Non-Pool Activities Zones
 - g. To maintain the appearance and performance of hard and soft floors (including stairs and landings)
 - h. To provide continuous consumable supplies when the Facilities are in use
 - i. To keep all other surfaces clean, including all painted surfaces, walls, ceilings, vertical tiled surfaces and doors
 - j. To keep all furniture, equipment, fixtures and fittings clean, including blinds and curtains, light fittings, ventilation grills, and diffusers, and telephone handsets
 - k. To keep extractor fans dust free
 - l. To avoid overflowing of waste receptacles internally, and to keep their exteriors clean
 - m. To dispose of waste hygienically and safely

- n. To perform emergency cleaning
- o. To remove graffiti (internal and external)
- p. To clean external signage and signage totems
- q. Periodical deep cleaning of changing rooms, pool surrounds and kitchen areas
- r. High level cleaning in all facilities
- s. To empty all bins regularly
- t. To keep all public areas clear and tidy at all times
- u. Ensure regular checks on accessible toilets to make sure all red alarm cords are in their correct positions
- v. To provide blue cover shoes, or equivalent, to those who may need to access pool halls with shoes on.

Performance Standards

- 18.3 The Contractor 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.
- 18.4 Suitable cleaning materials are to be used to avoid permanent discolouration of walls, ceilings, floors and surfaces.
- 18.5 The Contractor shall provide a cleaning service in accordance with an agreed Cleaning Schedule that has been approved by the Authority. The Contractor shall provide the Cleaning Schedule to the Authority, for the Authority's approval, prior to the Commencement Date.
- 18.6 The Contractor shall provide cleaning services over the full calendar year. The Contractor shall be aware, and factor into its Cleaning Method Statement and Cleaning Schedule, that some cleaning requirements may, of necessity, require to be undertaken outside the public opening hours or need to be more intensive when events dictate e.g. on open days.
- 18.7 The Contractor shall ensure that the Facilities are consistently maintained to the standard of cleanliness set out above. The Contractor shall determine the precise nature of cleaning required in each Zone depending upon the design, interior fitment and decoration of the building and usage made.
- 18.8 The Contractor shall determine the cleaning frequency for each Zone and shall ensure that the Cleaning Method Statement and Cleaning Schedule includes specific plans and programmes for each area.

Routine Cleaning

- 18.9 The Contractor shall provide a cleaning service in accordance with the agreed Cleaning Schedule relating to their proposed cleaning programme, which must be approved by the Authority. A Cleaning Schedule must be provided to the Authority at least three months prior to the Commencement Date.
- 18.10 The Contractor shall carry out routine (planned) cleaning as set out in the Cleaning Method Statement and Cleaning Schedule at times that causes minimal or no disruption to the use of the areas being cleaned. The Contractor shall supplement routine cleaning with continuous and spot cleaning to achieve a high quality of cleanliness / finish at all times. The Contractor shall carry out other non-routine cleaning (e.g. litter pick, hose down pool surrounds, periodic 'deep clean' of kitchen areas, vents etc) in order to achieve the required Performance Standards.
- 18.11 For clarification, the routine cleaning Performance Standard will be deemed to have been met in a particular Zone, where the Contractor has carried out the cleaning tasks at the required frequency in accordance with the previously agreed Cleaning Method Statement and Cleaning Schedule.

Reactive Cleaning

- 18.12 The Contractor shall provide non-routine (reactive) cleaning requirements on a continual basis. The Contractor shall ensure that the Facilities are comprehensively monitored for non-routine cleaning and this cleaning is undertaken as and when necessary and in accordance with the agreed procedures for reactive cleaning as set out in the Cleaning Method Statement.
- 18.13 Any cleaning requirements notified to the Help Desk, creating any risk to health and safety, risk of immediate damage to the Facilities, risk of personal injury or contrary to the reasonable expectations of Users in accordance with Good Industry Practice shall be treated as a Performance Failure and shall be rectified by the Contractor within the relevant Rectification Period as set out in Schedule X Performance Monitoring System.

Reporting Requirements

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

19. ENVIRONMENTAL AND ENERGY MANAGEMENT

Required Outcome

- 19.1 The Contractor shall operate the Facilities in an environmentally sensitive and sustainable manner, to reduce energy consumption, minimise chemical usage, recycle appropriate non-hazardous wastes and contribute to the delivery of the Authority's wider policies for safeguarding the environment and promoting sustainability.
- 19.2 The Contractor shall have a clear policy and implement effective operational practices that demonstrably have a positive effect on the environment. This shall be set out in an Asset Management, Cleaning and Environmental Sustainability Method Statement and shall cover as a minimum:
- a. Reduction in the use of environmentally harmful chemicals such as bleach
 - b. Proposed approach to energy management (including as appropriate reducing energy consumption, energy conservation and use of renewable energy)
 - c. Targets for reducing CO2 emissions in line with Government guidance. Baseline to be agreed at the end of the first year of operation.
 - d. Increasing water efficiency and maximising water recycling opportunities
 - e. Maximising recycling and reducing waste
 - f. Green transport plan/s (for staff and Users) reflecting the travel plan included with the Council's Transport Impact Assessment.
 - g. A training and awareness raising programme for staff and Users. The Contractor should be expected to take part in the Winchester City Council business sustainability engagement programme (or updated equivalent)
 - h. Demonstrating how existing sustainable practices are to be continued, extended and energetically promoted to staff and Users.

Performance Standards

- 19.3 The Contractor shall establish an "Environmental and Energy Management Plan" within the first six months following the Commencement Date that sets clear targets for achievement against its policy and Asset Management, Cleaning and Environmental Sustainability Method Statement. This Environmental and Energy Management Plan shall then be updated with new targets, which will be submitted to the Authority for approval on an annual basis by 31st December and the Contractor's implementation during the next Contract Year.
- 19.4 The Contractor shall also be responsible for recording metrics on a quarterly basis for waste, energy, water use and travel in accordance with the travel plan targets.
- 19.5 The Contractor shall implement an environmental management system which will achieve ISO14001 and ISO50001 Energy Management Standards.
- 19.6 The Contractor shall actively seek to reduce CO2 emissions from the Facilities.
- 19.7 When disposing of waste refuse the Contractor shall conform to the requirements of the Authority and relevant Legislation.
- 19.8 The Contractor shall ensure that Display Energy Certificates are obtained on an annual basis and are clearly displayed and visible to the public at all times. The Contractor will maintain a DEC rating of B as a minimum standard after Year 1.
- 19.9 The Contractor shall operate the Facilities in accordance with the Asset Management and Environmental Sustainability Method Statement and the agreed annual Environmental and Energy Management Plan.
- 19.10 The Contractor will actively engage with the WCC organised environmental accreditation programme for local businesses each year.

Reporting Requirement

- 19.11 The Contractor shall ensure that a quarterly report detailing achievements against the Environmental and Energy Management Plan and how these contribute to the Authority's wider policies for safeguarding the environment and promoting sustainability is submitted as part of the Quarterly Performance Monitoring Report (the "Environmental and Energy Management Plan Progress Report"). The Contractor shall ensure that data is provided for:
- Gas consumption
 - Electricity consumption
 - Energy Generation from CHP
 - Energy Generation from Renewables
 - Water consumption
 - Waste generated
 - Waste recycled
 - Any subsidies received (FITs, RHI etc).
- 19.12 In relation to the New Winchester Sport and Leisure Centre only, to satisfy the BREEAM reporting requirements, the Contractor is required to coordinate the following activities on a quarterly basis for the first three years following the handover of the Facility:
- a. Collection of occupant satisfaction, energy consumption and water consumption data
 - b. Analysis of the data to check the building is performing as expected and make any necessary adjustments to systems controls or to inform building user behaviours.
 - c. Setting targets for reducing water and energy consumption and monitor progress towards these
 - d. Feedback any 'lessons learned' to the design team and construction partner for use in future projects

- e. Provision of the actual annual building energy, water consumption and occupant satisfaction data to BRE.

- 19.13 The Contractor shall monitor and record energy consumption on at least a quarterly basis.
- 19.14 The Contractor shall ensure that an updated Environmental and Energy Management Plan is submitted to the Authority on an annual basis by 31st December for the Authority's approval and the Contractor's implementation during the next Contract Year.
- 19.15 The Contractor shall submit all relevant data and paperwork to the Authority on an annual basis to allow the Authority to meet its reporting requirements under the Carbon Reduction Commitment (CRC). The Contractor shall make additional data available over the course of the Contract Period if the Government introduces new reporting requirements for local authorities.

20. MAINTENANCE OF BUILDINGS, PLANT AND EQUIPMENT

Required Outcome

- 20.1 The Contractor shall ensure that the Facilities and all equipment are fully functioning and available for use, conform to the most up to date relevant Legislation, statutory requirements, and industry standards, and perform in the most efficient manner during their full economic life and in accordance with the Operations and Maintenance Manual. The Contractor shall regularly service, maintain and replace (with equal or improved performance) as appropriate all buildings, equipment and plant in accordance with this Services Specification and Schedule 2 of the Leisure Management Agreement – Asset Management Responsibilities Matrix.
- 20.2 The Contractor shall ensure that:
 - a. It takes full responsibility for managing and delivering all the specified maintenance services at the Facilities
 - b. It provides maintenance services for the Authority based on continuous improvement and innovation
 - c. All maintenance works benefit from the co-ordination and integration of the Contractor's supply chain, including all consultants, sub-contractors and suppliers and the Contractor shall ensure the commitment of its entire supply chain
 - d. It provides a professional service that delivers the Services and adheres to the Authority's Policies and contributes to the Authority's Outcomes.

Performance Standards

- 20.3 The Contractor shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance and replacement as set out in this Services Specification, Schedule 2 of the Leisure Management Agreement – Asset Management Responsibilities Matrix, the agreed Schedule of Programmed Maintenance and in accordance with the Contractor's previously agreed Asset Management and Environmental Sustainability Method Statement. The Contractor shall ensure that the Facilities are kept up to date and reflect the needs of Users.
- 20.4 The Contractor 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 high standard of good repair and are fully functional in respect of the activities taking place at the Facilities.
- 20.5 The Contractor as a minimum shall ensure that:
 - a. Both planned preventative lifecycle and reactive maintenance is carried out in accordance with the Contractor's previously agreed Asset Management and Environmental Sustainability Method Statement and the agreed Schedule of Programmed Maintenance.
 - b. Maintenance procedures ensure the Facilities:
 - i. Comply with all applicable statutory requirements and Legislation

- ii. Are in a safe, secure, wind protected and watertight condition
 - iii. Are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the Facilities as a whole in accordance with the standards contained within the Heating and Ventilating Contractors' Association (HVCA) and BESA's SFG20 guidance, and
 - iv. Are maintained in a manner which prevents deterioration save fair wear and tear of any part thereof.
 - c. All maintenance repairs use materials that are comparable and compatible with existing materials used on the Facilities
 - d. All maintenance activity is recorded on the Property Database
 - e. All work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.
 - f. Lux levels and uniformity throughout the building from the specified lighting shall be monitored and reported. The lamp may not go out when they have reached their optimum operating level, but the lux level will drop below the level required.
- 20.6 The Contractor shall ensure that on a continuing basis the maintenance and operating procedures comply with Clause 15 (Condition of the Facilities) of this Agreement.
- 20.7 This section of the Services Specification contains the scope of the "Maintenance Services". The Contractor shall take responsibility for and be responsible for the costs of all Maintenance Services. The Contractor shall be responsible for all costs of the replacement of Contractor Lifecycle Items as set out in Clause 15 (Condition of the Facilities) of this Agreement and shall comply with the provisions of Clause 15 (Condition of the Facilities) of this Agreement with respect to Authority Lifecycle Items. A detailed breakdown of lifecycle replacement responsibilities between the Authority and the Contractor is set out in Schedule 2 of the Leisure Management Agreement – Asset Management Responsibilities Matrix.
- 20.8 The Contractor shall implement Programmed Maintenance, comprising of:
- a. Planned Preventative Maintenance
 - b. Statutory/ mandatory testing/ inspections
 - c. Lifecycle replacement (in accordance with the terms of this Agreement).
- 20.9 The Contractor shall carry out reactive maintenance in accordance with this Services Specification and applicable response/ rectification times.
- 20.10 The Contractor shall ensure that copies of operating worksheets for periodic maintenance and repairs carried out are recorded on the Property Database. The Contractor shall maintain, on the Property Database, records detailing all breakdown failures, incidents or accidents involving any plant, machinery and equipment, together with details of all service overhauls or other such investigations that are carried out to plant, machinery and equipment.

Planned Preventative Maintenance (PPM)

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

Reactive Maintenance and repairs

- 20.12 The Contractor shall operate systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable service in accordance with their relevant Method Statement. The Contractor shall monitor any departures from the environmental parameters set out in the Zone Data Sheets and shall rectify any such departures.

- 20.13 The Contractor shall provide a professionally managed service, through the CAFM system, for reactive maintenance and repairs 24 hours per day, 365 days per year. The Contractor shall provide a fully comprehensive service where all reactive repairs and maintenance (including labour, materials, profit, overheads and any other relevant costs) shall be carried out at the Contractor's cost.
- 20.14 The Contractor shall ensure that all maintenance staff working on behalf of the Contractor involve themselves fully in the identification of faults. The Contractor shall ensure that the inherent skills of its staff ensure the timely identification and rectification of faults. The Contractor shall ensure that both faults identified by the Authority's and Contractor's staff are logged through the CAFM system for quality analysis. The Contractor shall ensure that each and every reactive service request has an associated history, including completion date and time, and cost information within the CAFM system.
- 20.15 The Contractor shall meet minimum response times to ensure that any reactive repairs are completed with the least inconvenience and disruption to the workings of the Facilities.
- 20.16 The Contractor shall ensure that only appropriately trained personnel are dispatched to reactive activities. The Contractor shall ensure that all maintenance repairs use materials that are comparable and compatible with existing materials used at the Facilities.
- 20.17 The Contractor shall provide an adaptable and responsive handy man service to the Facilities. This service shall provide general expertise in the wide range of maintenance and repair requests that are likely to be demanded of this service. The handy man service shall be available to deal with general repairs and decoration on a planned, reactive or ad hoc basis.
- 20.18 During the operation of the Facilities, the Contractor shall be responsible, at its own cost, for the repairs and reinstatement of any accidental or deliberate damage caused including vandalism.
- 20.19 The Contractor shall ensure that where glass is replaced for whatever reason, the replacement glass per the original specification meets the standards as set out in Regulation 14 of the Workplace (Health and Safety and Welfare) Regulations 1992, and also BS 6262: Part 4 and areas of special risk Class C of BS EN 12600:2007.
- 20.20 The Contractor shall ensure that where materials have to be replaced, for whatever reason, the replacement materials match in every way the specification, quality, performance, and appearance of the original materials in their final location and are compliant with applicable regulations/legislation.

Lifecycle

- 20.21 The Contractor shall develop the Lifecycle Schedule for the Facilities based upon industry standards for replacement of plant and building fabric. For the Contract Period, the Contractor is required to manage the Lifecycle Schedule as set out in Clause 15 (Condition of the Facilities) of this Agreement and Schedule X Asset Management Responsibilities Matrix. The Contractor shall undertake the lifecycle replacement works in accordance with Clause 15 (Condition of the Facilities) of this Agreement.

Fabric Maintenance

- 20.22 The Contractor shall provide a professionally managed, high quality planned preventative fabric maintenance service in accordance with a system and programme of building fabric maintenance. The Contractor shall make sure that the Facilities are in a safe, secure, wind protected and watertight condition.
- 20.23 The Contractor shall ensure that reactive repairs and maintenance to the internal and external fabric of the Facilities is logged via the CAFM system and allocated to the appropriate tradesmen by the Contractor. The Contractor shall ensure that planned preventative maintenance tasks are generated by the PPM system quarterly, in advance, and made available to the Authority's Representative. The quarterly task sheet shall clearly identify the asset type, location and work required.
- 20.24 The Contractor shall ensure that fabric maintenance is undertaken at the Facilities. This shall include but not be limited to:
- a. Decorations
 - b. Flooring
 - c. Roofing and ceiling
 - d. Internal and external walls

- e. Drain and gutter clearance –monthly roof inspections will be required to ensure that gutters are kept clear
- f. Window cleaning

Mechanical and Electrical Maintenance

- 20.25 The Contractor shall provide a professionally managed, high quality Mechanical and Electrical (M&E) maintenance service through a regular and organised regime. The Contractor shall ensure the successful operation and optimum condition of all of the mechanical, electrical, plumbing and drainage systems. The plant and systems to be maintained are listed within the asset registers.
- 20.26 The Contractor shall follow the maintenance requirements specified by:
- a. Original equipment manufacturer's recommendations
 - b. SFG20 Maintenance Schedules
 - c. C.I.S.B.E guidelines
 - d. BSRIA
 - e. The Authority's requirements as set out in this Services Specification
 - f. All relevant statutory regulations and requirements
 - g. Specific warranty period maintenance requirements. A maintenance contract with specialist installers is required for the first year of the contract, if not warranties will be void.
- 20.27 The Contractor shall ensure that assets are maintained at optimum performance. The Contractor shall monitor the assets and buildings so that operating conditions are maintained and the quality of service provision and the performance of assets is recorded. The Contractor shall use the CAFM system to log and record responses to problems as they occur as well as recording performance of equipment and systems. The Contractor shall be responsible for establishing/ maintaining any additional systems it considers necessary to carry out this task.

Equipment

- 20.28 The Contractor shall maintain all fixtures and fittings and loose equipment as identified in the inventory set out in Appendix 4 (Equipment Inventory) and return them all on the Expiry Date, or if earlier, the Termination Date, in good condition (taking into account fair wear and tear), replacing any as necessary.
- 20.29 The Contractor shall service and maintain all equipment and systems within the Facilities inclusive of the supply of all disposable items and service components.
- 20.30 The Contractor shall carry out repairs or replacement of moving parts and keep all the equipment systems in working order.
- 20.31 The Contractor shall repair or replace any item of equipment which has been poorly maintained or has been subject to any unnecessary damage during the Contract Period.
- 20.32 The Contractor shall maintain and repair equipment in the Facilities to the standards outlined below:
- a. Items that are subject to a manufacturer's or supplier's instruction or recommendation shall be maintained and prepared to that instruction or recommendation.
 - b. Additionally, all relevant statutory maintenance regulations shall be complied with. Copies of certificates of inspection shall be forwarded to the Authority's Representative and shall be displayed in the reception area of the Facilities.
 - c. Items of equipment not subject to any regulations or recommendations for maintenance shall be inspected on a regular basis and at intervals not exceeding one month.
 - d. Where the Contractor enters a maintenance agreement with a supplier of specialist equipment, that agreement shall not continue beyond the duration of this Agreement.
- 20.33 The Contractor shall ensure that an item of equipment that, at any time, is found to be defective or has failed and so poses a potential hazard is immediately withdrawn from service. It shall be made secure to ensure that it cannot inadvertently be used.

- 20.34 The Contractor shall not make any modifications to equipment at the Facilities without the prior written permission of the Authority.
- 20.35 The Contractor shall ensure that standards of design, materials, manufacture and construction of equipment obtained to replace equipment that has been damaged or is otherwise unusable shall not be less than that of the equipment it is replacing.
- 20.36 The Contractor shall ensure that at the expiry or termination of this Agreement, all items, excluding any items that have been written off, destroyed or removed with the consent of the Authority's Representative, shall be handed back to the Authority in good condition with due regard having been made for normal wear and tear. In the case of any items which have been replaced or altered, these shall be returned to the Authority in order to maintain the initial inventory.

Statutory/ Mandatory inspections

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

Portable Appliance Testing

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

Fire Detection, Emergency Lighting and Fire Fighting Systems

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

within the CAFM system. The Contractor shall ensure that all abnormal test results are acted upon and the appropriate action is taken to remedy any abnormal test results in line with the required response and rectification times. The Contractor must have a fire safety & evacuation plan in place for the Facilities.

Lifts, Hoists, Conveyance Systems and other lifting equipment

- 20.46 The Contractor shall provide a maintenance service to the lifts, hoists and conveyance systems and other lifting equipment within the Facilities. The Contractor shall ensure that lifts, hoists and other lifting equipment are subject to thorough examination by a competent person at appropriate intervals. The Contractor shall ensure rectification as set out in Schedule X Performance Monitoring System if there are any problems with the system's components, items and panels. The Contractor shall ensure that all necessary information regarding the lifting and conveyance system is recorded within the CAFM system and complies with Lifting Operations and Lifting Equipment Regulations 1998 (and any update or replacement).
- 20.47 In addition to the maintenance activities, the Contractor shall ensure that lift cars are taken out of service in the case of dangerous situations and shall ensure the competency of operatives to carry out maintenance work and train site staff in the rescue and freeing of trapped passengers.

Security, Access and Intruder Systems

- 20.48 The Contractor shall maintain the CCTV, intruder, access, panic alarm, and drowning detection systems at the Facilities to ensure their proper functioning at all times. The Contractor shall ensure that any failure in such systems is rectified within the required rectification times.
- 20.49 The Contractor shall ensure that all intruder alarm systems are maintained and tested in accordance with EN50131 (or replacement standards) with copies of the certificates forwarded to the Authority's Representative following each service.

Re-Lamping

- 20.50 The Contractor shall carry out all necessary re-lamping at the facilities and shall adopt an organised approach to re-lamping across the Facilities, including all floodlights. The Contractor shall monitor the provision of this service for efficiency with a view to achieving the greatest possible reductions in replacement frequency and cost. The optimum replacement frequencies for lamps shall be determined by the Contractor, whilst maintaining the specified lighting levels in accordance with this Services Specification and in accordance with guidance embodied within HS(G) 38 Lighting at Work and CIBSE publication LG07/15 Lighting Guide 07 Offices LG 7 (as amended from time to time). The Contractor shall ensure that luminaries and light fittings are kept in good repair and shall be cleaned and maintained to ensure optimum performance as illustrated in design parameters in the construction tender documentation.
- 20.51 Lamps must be as new and must be in accordance with the Operation and Maintenance manuals and manufacturers requirements so as not to effect the warranties of any piece of equipment.

Duct Maintenance

- 20.52 The Contractor shall maintain and clean all ducts, shaft, risers and associated ventilation. The Contractor shall comply with the HVCA guide to good practice – cleanliness of ventilation systems TR19:2014 (as amended from time to time).

External Maintenance

- 20.53 The Contractor shall provide maintenance services to the external environment at the Facilities including external furniture and fittings and external lighting.
- 20.54 The Contractor shall be responsible for the maintenance and cleaning of all hard surfaces relating to the shaded coloured areas in Appendix 6.

Reporting Requirements

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

- 20.56 The Contractor shall report on all inspections and maintenance checks for the purpose of a building audit over the Contract Period. The Contractor shall ensure that this information is stored on the Property Database.
- 20.57 The Contractor shall on an annual basis, produce a Schedule of Programmed Maintenance for the Facilities. The Schedule of Programmed Maintenance must be submitted to the Authority in accordance with Clause 15 (Condition of the Facilities) and Schedule 8 (Review Procedure). As part of its Schedule of Programmed Maintenance, the Contractor shall provide a structured approach for dealing with breakdown and repair maintenance and a schedule of response times for the various categories of work.
- 20.58 The Contractor shall provide to the Authority a "Maintenance Programme Progress Update" on a quarterly basis detailing how the programme is progressing.
- 20.59 The Maintenance Programme Progress Update should cover (without limitation):
- a. Health and safety
 - b. Contractual issues requiring discussion and resolution
 - c. Review of action plans as necessary
 - d. Review of financial matters
 - e. 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
 - f. Results of any audits
 - g. Proposals for continuous improvement
 - h. Review of cost saving/ cost avoidance initiatives
 - i. Review of any matters affecting or affected by third party suppliers.
- 20.60 The Contractor shall submit details of any failures to follow the Schedule of Programmed Maintenance or achieve the required Performance Standards as part of the Performance Monitoring Report.

21. GROUNDS MAINTENANCE

Required Outcome

- 21.1 The Contractor shall be responsible for the maintenance of the artificial turf pitch, fencing lighting and associated infrastructure at the Facilities in accordance with Appendix 5 and the appropriate industry maintenance standards and the specification set out in SAPCA Code of Practice for the Construction and Maintenance of Synthetic Turf Sports Pitches.
- 21.2 The Contractor will be responsible for the maintenance of the Athletics Track as outlined in Appendix 7.

Performance Standards

The Grounds

- 21.3 The Contractor is responsible for grounds maintenance relating to the outlined areas in Appendix 5 to 8 and in accordance with the maintenance schedule outlined in Appendix 9.
- 21.4 The Contractor shall ensure that the grounds are maintained to meet the applicable provisions of BS7370, BS3936, BS4043 and BS4428:1989 and in accordance with the detailed provision as set out in the remainder of this Services Specification.

Slippery Surfaces

- 21.5 The Contractor shall treat hard surfaces for which it is responsible, with an appropriate herbicide/fungicide or other suitable material for the artificial turf pitch and athletics track, to ensure that at no time there is a formation of algae, moss etc. causing the surface to be slippery.

Snow and Ice

- 21.6 The Contractor shall ensure that when dealing with the removal of snow and ice by distributing de-icing salt over areas for which it is responsible to maintain a safe surface that damage to grassed and planted areas, the artificial turf pitch and athletics track shall not be caused.

- 21.7 The Contractor shall ensure that any specific hazards caused by inclement weather shall be made safe and reported to the Authority's Representative immediately.

Environmental Maintenance

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

Leaf and Blossom Fall

- 21.9 The Contractor shall ensure the clearance and proper disposal of leaves, blossom, tree fruit and seeds from the areas for which it is responsible.

Animal Fouling Clearance

- 21.10 The Contractor shall ensure the removal of animal fouling for the areas for which it is responsible to which the duty under the Environmental Protection Act 1990 applies, and shall ensure that the Site remains free from dog excrement.

Graffiti and Flyposting

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

Pests, Vermin and Wild Animals

- 21.12 The Contractor, when using pesticides, shall comply with guidelines contained in:
- a. Department for Environment, Food and Rural Affairs 'Pesticides. Code of practice for using plant protection products' (DEFRA).
 - b. British Agrochemical Association 'Handbook of Amenity Pesticides'.
 - c. Weed Research Organisation 'The Weed Control handbook Vols I and II'.
 - d. National Association of Agricultural Contractors and National Turn Authority. 'Code of Practice for the Use of Approved Pesticides in Amenity Areas'.

General

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

Reporting Requirements

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

22. EQUIPMENT

Required Outcome

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

Performance Standards

- 22.2 The Contractor shall provide the level of equipment and materials required for the carrying out of the Services in accordance with Appendix 4 of this Schedule and the Contractor is responsible for that equipment and materials in the delivery of Services. The Contractor shall make provision for the hire of sports equipment, where this is not provided by the retail unit.
- 22.3 The Contractor shall ensure that all equipment provided as set out in Appendix 4 (split out by Zone) is fit for the purpose, safe and is maintained to a safe standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations and is able to meet the programming requirements of the Facilities.
- 22.4 The Contractor confirms that the equipment listed in the Equipment Inventory set out in Appendix 4 is sufficient to enable the Contract to deliver the Services set out in this Services Specification.
- 22.5 The Contractor shall ensure that the Equipment Inventory is updated on a regular basis to reflect any replaced equipment and to identify any new or written off equipment. The Contractor shall provide a revised Equipment Inventory to the Authority within one month following the Commencement Date and on an annual basis within one month following each subsequent Contract Year.
- 22.6 The Contractor shall ensure that all equipment and materials (including all sports equipment and materials) shall comply with relevant international and industry standards, National Governing Body requirements and British and European Standards and shall be limited to the use it was designed for, as specified within the manufacturer's or supplier's guidelines and /or operating manuals.
- 22.7 The Contractor shall use all reasonable endeavours to ensure that all equipment is replaced on a like for like basis having due regard to relevant advances in equipment manufacture, trends in activity programming and in compliance with relevant industry standards, European standards, British standards and international and NGB standards.
- 22.8 The Contractor shall ensure that any item of equipment that, at any time, is found to be defective or has failed and so poses a hazard is immediately withdrawn from service. The Contractor shall make it secure and ensure it cannot inadvertently be used.
- 22.9 The Contractor shall obtain a manufacturer's certificate on an annual basis in respect of the fall-arrest systems at the Facilities.
- 22.10 The Contractor shall test all portable electrical appliances at a suitable frequency to ensure compliance with the Electricity at Work Regulations and shall maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection by the Authority.
- 22.11 The Contractor shall ensure that all equipment to be used by the public is regularly inspected for safety and appropriate records kept. The Contractor shall ensure that all equipment receives an annual inspection and service from a recognised supplier. In addition to this independent assessment, the Contractor shall ensure that internal tests and inspections are carried out on a regular basis throughout each Contract Year.
- 22.12 The Contractor shall ensure that all areas of the Facilities have equipment provided in accordance with the following standards:

- a. Sufficient equipment for the activity programmed

b. The following to be available at any one time

- i. Health & Fitness Suite
 - cardiovascular and resistance machines
 - high quality sound and vision system
 - Spinning Bikes
 - Free weights
- ii. Offices/ Meeting Rooms
 - electrical power points and telephone points
- iii. Poolside Viewing Areas
 - spectator seating (including disabled spectators)
 - poolside bench seating
 -
- iv. Dry/ Wet /Staff /Outdoor Changing & Toilet Facilities
 - male/ female/ team/ disabled/ family and baby cubicles
 - male/ female/ team/ disabled/ family and baby toilets
 - shower cubicles./ open showers/ poolside showers
 - secure clothes storage lockers
 - sanitary/ hair-drying facilities
- v. Catering & Vending facilities
 - vending product range
 - kitchen equipment

22.13 The Contractor shall not introduce any additional coin-operated equipment (in addition to all items identified in Appendix 4), including gaming and amusement machines, to the Facilities without prior written approval of the Authority.

22.14 The Contractor shall ensure that the Facilities have defibrillators on site and that there are regular training updates in line with current British Association of Cardiac Rehabilitation Guidelines.

Reporting Requirements

22.15 The Contractor shall provide an updated form of the details included in Appendix 4 (the "Equipment Inventory") to the Authority within one month of the Commencement Date and, annually thereafter, within one month of the commencement of each Contract Year.

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

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

23. ACCESS

Required Outcome

23.1 The Facilities, and all Zones within, must be accessible by all Users and comply with the latest equality legislation and good practice.

Performance Standards

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

23.3 The Facilities should be accessible by wheelchair users and sight impaired users.

- 23.4 The Contractor shall effectively manage car park flow, access and safety, especially when any special events take place, to ensure no adverse impact on local residents.
- 23.5 The Contractor shall ensure that all signage within the Facilities is clear and instructive and complies with health and safety guidelines (e.g. Managing Health and Safety in Swimming Pools) and the Equality Act 2010 and any relevant planning restrictions.

Reporting Requirements

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

24. LEGISLATION AND POLICY

Required Outcome

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

Performance Standards

- 24.2 The Contractor shall ensure that there are no breaches of Legislation, including without limitation, that in respect of health and safety, data protection, safeguarding and the Equality Act 2010. The Contractor shall also ensure that any relevant planning conditions attached to the Facilities are complied with.
- 24.3 The Contractor shall operate an "Equality Policy" covering all activities and events.
- 24.4 The Contractor shall ensure that all employees and supervisory staff have a working knowledge of the Legislation, Regulations and guidelines relating to best practice in managing sport and leisure facilities.
- 24.5 In particular, the Contractor shall ensure that:
- a. All agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning the health and safety regime, fire risk and precautions, and safeguarding requirements
 - b. All surface water and other spillages within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and signed appropriately
 - c. 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
 - d. Hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services, are kept under proper control and safekeeping. The hazardous materials or equipment are properly and clearly labelled on their containers and comply with the relevant COSHH regulations
 - e. The contractor undertakes, at its own cost, its own risk assessments and associated training
 - f. It keeps records of accidents and actions taken and these are to be made available for inspection by the Authority
 - g. There is a full and comprehensive fire and evacuation procedure. The Contractor shall ensure each Facilities' fire and evacuation systems, and associated fire-fighting equipment is maintained to relevant standards and regulations, and shall keep appropriate records
 - h. Only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, offices etc.
- 24.6 The Contractor shall ensure that the health & fitness suites are managed in accordance with the CIMSPA document "Health and Fitness Operators' Guide and any other relevant health and safety Legislation or regulations.

- 24.7 The Contractor shall ensure that soft play/clip and climb areas comply with relevant British and/or European Standards and are managed in accordance with these standards health and safety and other relevant Legislation and Good Industry Practice.
- 24.8 The Contractor shall comply with all relevant Authority Policies as notified to the Contractor from time to time in accordance with this Agreement

Reporting Requirements

- 24.9 The Contractor shall ensure that a copy of all the Legislation, Regulations and guidelines (or an appropriate abbreviation of Legislation containing all relevant Clauses and sections) must be available for inspection at all time by the Authority's Representative.
- 24.10 The Contractor shall provide an annual "Licenses and Legislation Compliance Report" to the Authority within one month following the start of each Contract Year.
- 24.11 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

25. WATER (HOT AND COLD INSTALLATIONS)

Performance Standards

- 25.1 The following standards (or such other equivalent industry standards and regulations that may become current during the term of the Contract) shall be complied with by the Contractor:
- a. CIBSE Technical Memoranda TM 13: 2013 Minimising the risk of Legionnaires' Disease
 - b. The storage and distribution of water within the Facilities shall be in accordance with all building codes and BS guidance with particular reference to BS EN 806-1:2000, BS EN 806-2:2005, BS EN 806-3:2006, BS EN 806-4:2010 and BS EN 806-5:2012 'Specifications for installations inside buildings conveying water for human consumption', and BS 8558:2015: 'Specification for design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages'
 - c. Maintenance shall be in accordance with relevant Health and Safety Executive (HSE) guidance, including:
 - i. L8 "Legionnaires' disease. The control of legionella bacteria in water systems" Approved Code of Practice and Guidance 2013
 - ii. HSG274 "Legionnaires' disease: Technical guidance"and any subsequent amendments or revisions to the standards and guidance documents listed above.
- 25.2 The Contractor shall ensure water temperatures are maintained at required standards so as to prevent the proliferation of legionella and other water-borne contaminants.
- 25.3 The Contractor shall ensure the water system is maintained in accordance with the appropriate health and safety Legislation and standards.
- 25.4 The Contractor shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.
- 25.5 The Contractor shall ensure that water closets, drinking fountains and urinals have a supply of cold water, which allows these services to be usable in accordance with the manufacturers' specification.
- 25.6 The Contractor shall ensure that free drinking water is available at the Facilities.
- 25.7 The Contractor shall undertake bacteriological testing of the hot and cold water systems in accordance with the Legionella Risk Assessment
- 25.8 The Contractor shall meet the following standards:

Water temperature (showers)	35 - 43 degrees C	Where no thermostatic mixers are installed, cold water to be supplied no warmer than 20 degrees C and hot water to be supplied no cooler than 50 degrees C at the tap outlets
Water temperature (hand washing)	35 - 43 degrees C	Where no thermostatic mixers are installed, cold water to be supplied no warmer than 20 degrees C and hot water to be supplied no cooler than 50 degrees C at the tap outlets
Drinking water	Dry & Wet Changing / Catering & Vending areas – drinking water available Health & Fitness suite - Chilled Water available	Either mains fed or via accessible water coolers

Reporting Requirements

- 25.9 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.
- 25.10 Any analysis detecting legionella shall be reported to the Council within 1 day and immediate action taken to rectify the issue(s).

26. DRAINAGE

Required Outcome

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

Performance Standards

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

Reporting Requirements

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

27. VENTILATION

Required Outcome

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

Performance Standards

- 27.2 All relevant Zones shall have adequate ventilation in accordance with the following standards:
- a. > 3 Air changes per hour in all areas, apart from:
 - i. Pools & Pool Viewing Areas - 5 - 9 changes per hr
 - ii. Staff, Dry, Outdoor, Wet Changing – 10 - 12 changes per hr
 - iii. Toilet Facilities > 6 changes per hr
 - iv. Sports Hall Multi-Use – 1.5 – 3 changes per hr
 - v. Studios > 6 changes per hr
 - vi. Multi-Purpose Activity Room > 6 changes per hr
 - vii. Health & Fitness Suite - 10 -12 changes per hr
 - viii. Hydrotherapy Pool – 10-12 changes per hr maintaining humidity levels below 60%
 - b. Air changes based on mechanical ventilation.
 - c. Where no mechanical ventilation installed, fresh air ventilations should be provided.
- 27.3 Ventilation rates shall be calculated according to CIBSE and BRE guidance.

Reporting Requirements

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

28. HEATING (THERMAL COMFORT)

Required Outcome

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

Performance Standards

- 28.2 The Contractor shall ensure compliance with the following documents:
- a. Handbook of Sports and Recreational Building Design Volumes 1 – 3 1996
 - b. Sport England TGN, FINA and Swim England Standards and most up to date legislation as outlined by National Governing Bodies. BR264 Thermal Comfort: Past, Present and Future 1994
 - c. BR266 Trends in Thermal Comfort
 - d. BRECSU GIR 30- Performance Requirements for the Energy Efficient Office of the Future.

(or any subsequent amendments or revisions to the current standards and guidance documents, or such other equivalent industry standards and regulations that may become current during the term of the Contract).

- 28.3 The Contractor shall measure and check to ensure that the inside temperature for each Zone within the Facilities during the Minimum Opening Hours shall meet the following standards:
- a. Temperature >16 degrees centigrade in all areas
 - b. If temperature controlled:
 - i. 19-21 degrees in all areas, except for:
 - Pools & Pool Viewing Areas - 1degree > main pool water temp
 - Wet & Dry Changing 20 - 25 degrees C
 - Health & Fitness Suite 15 – 18 degrees C
 - Hydrotherapy Pool 25 – 28 degrees C, not to exceed 30 degrees C.
- 28.4 The Contractor shall measure the desired inside temperature at a height of 1 metre in the centre of the space. Instruments used for the measurement of temperature shall be checked annually against UKAS certified references of appropriate accuracy.
- 28.5 The Contractor shall ensure that measurement accuracy is better than 0.7°C for 95% of measurements over the temperature range of 15 to 25°C, and better than 1.0°C for measurements outside that range.

Reporting Requirements

- 28.6 The Contractor shall ensure that results of all non-compliant measurements are entered onto the PPM Property Database and reported to the Authority.
- 28.7 The Contractor must submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

29. LIGHTING

Required Outcome

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

Performance Standards

- 29.2 The Contractor shall ensure that each Zone within the Facilities have a lighting (lux) level appropriate to its specified use and the design and implementation standards, as set out in the technical documents of the services consultants in the RDS and Operation and Maintenance manuals must be adhered to. The following standards shall be met by the Contractor:
- Lighting in respect of minimum luminescence, colour rendition and glare index as specified below
 - Building Regulations part L
 - BS 8206-2:2008 'Lighting for Buildings. Code of Practice for Daylighting'
 - LG4CIBSE Lighting Guide – Sports (and Addendum)
 - SLL Code for Lighting 2012
 - BS 5266-1:2016 'Emergency lighting. Code of Practice for the Emergency Lighting of Premises'.
- (or any subsequent amendments or revisions to the current standards and guidance documents, or such other equivalent industry standards and regulations that may become current during the term of the Contract).
- 29.3 The Contractor shall ensure that all relevant Zones have adequate lighting appropriate to its specified use in accordance with the following standards:

Illuminance values > 200 lux in all areas, apart from:	Main Pool 500 lux dimmable to 300 lux Main Pool Competition Use 500 lux Learner Pool 300 lux Hydrotherapy Pool 300 lux Sports Hall Recreation & Club Use 500 lux Sports Hall Regional & County Use 500 lux Sports Hall National Use 500 lux Sports Hall Cricket Use 750 lux Floodlit Grass Hockey Pitch 200 – 300 lux Health & Fitness Suite 300 lux 8 Lane Athletics Track 100 lux
Uniformity ratio	Main & Learner/Teaching Pools/Hydrotherapy Pool, Health & Fitness 0.8 Sports Hall, Multi-Purpose Activity Room 0.7 Floodlit STP 0.7
Colour rendering index	Main & Learner/ Teaching Pools/Hydrotherapy Pool, Health & Fitness, Sports Hall & Multi Activity Room – 60

- 29.4 The Contractor shall ensure that external lighting is provided for security purposes.
- 29.5 The Contractor shall ensure that light source efficiency is better than 2.7 W / m² / 100 lux except where justifiable.

- 29.6 The Contractor shall ensure that the number of non-operating lights does not exceed 10% of the total in the Zone.

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Reporting Requirements

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

30. POOL WATER QUALITY (SWIMMING POOL INSTALLATIONS)

Required Outcome

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

Performance Standards

- 30.2 The Contractor shall ensure that the following standards are complied with:
- The Handbook of Sports and Recreational Building Design Volume 3 published as at 1996 and The Pool Water Guide; Treatment and Quality of Swimming Pool Water
 - CIMSPA Swimming Pool Treatment and Quality Standards
 - HSC/HSE The Management of Health & Safety in Swimming Pools
 - Pool Water Treatment Advisory Group – Swimming Pool Water Treatment and Quality Standards.
 - Code of Practice for The Management and treatment of swimming pool water. Pool Water Treatment Advisory Group
 - Directive 2006/7/EC of the European Parliament and of the Council concerning the management of bathing water quality
- (or any subsequent amendments or revisions to the current standards and guidance documents, or such other equivalent industry standards and regulations that may become current during the term of the Contract).
- 30.3 The Contractor shall ensure that all pool water is of the level of quality and temperature stipulated within the following table:

Pool Water temperature (centigrade)	Main Pool 27 – 29 Learner/ Teaching Pool 30 – 32
Pool Water temperature following backwash (centigrade)	Main Pool 26 – 29 Learner/ Teaching Pool 29 – 32 Hydrotherapy Pool 34 – 35.5 For the New Winchester Sport and Leisure Centre, the Pool Water temperature following backwash shall be 26 - 29 centigrade.

- 30.4 The Contractor shall ensure that the pool water is maintained in a 'balanced' condition. The Contractor shall ensure that a balanced water test is taken weekly, duly recorded and action taken to ensure that the pool water is 'in balance', corrosion is eliminated, precipitants do not form and the water is safe for pleasant bathing conditions.
- 30.5 The Contractor shall ensure that the pool water is tested for PH and free Chlorine in accordance with the Swimming Pool Hall Data Sheet every 3 hours, with the initial test each day before the pools are brought into use. The Contractor shall ensure that complete records are kept of all readings, date, time and type of test. These shall be available for inspection by the Authority's Representative at any time.

- 30.6 The Contractor shall ensure that the filters are backwashed as recommended in the relevant plant maintenance instructions to ensure that the water quality is maintained at the required standard.
- 30.7 A pool water dilution rate of 30 litres per bather per day is a CIMSPA recommendation, which shall be complied with by the Contractor at the Facilities unless stated otherwise in the manufacturer's guidelines. Standards shall be maintained in line with the up to date CIMSPA recommendations and industry standards.
- 30.8 In the event of more stringent standards being set by the EU Directive, CIMSPA, PWTAG, and/or the Health and Safety Executive during the Contract Period, the Contractor shall adhere to these more stringent standards. The Contractor shall not use different chemical constituents to maintain the above standards without the prior approval in writing of the Authority's Representative.
- 30.9 The operation of the hydrotherapy pool should aim to comply with the Pool Water Treatment Advisory Group (PWTAG) and, if required for the treatment of patients by suitably trained physiotherapists, the Aquatic Therapy Association for Chartered Physiotherapists (ATACP) standards of practice.
- 30.10 The hydrotherapy pool requires a designated suitably trained person (this should ideally be an aquatic therapist if the pool is for medical use) to manage/co-ordinate all users and persons responsible for its smooth running.
- 30.11 This designated manager will ensure an annually updated policy is in place and adhered to including;
- risk assessment procedures in medical and non-medical emergencies
 - procedures in the event of faecal or blood/vomit contamination
 - procedures in the event of a positive microbiology sample
 - procedures in the event of the pool water chemistry being out of normal parameters.
- 30.12 The designated manager is to keep a record of all microbiology results and water chemistry testing log sheets for 6 years, unless paediatric treatment occurs in the pool then 25 years (in accordance with CSP patient medical records standards).
- 30.13 The designated manager will be responsible for ensuring that all users of the hydrotherapy pool complete a medical screening form understanding contraindications to hydrotherapy pool use related to warm water immersion.
- 30.14 The designated manager will be responsible for ensuring all pool equipment such as floatation aids, fins, step and plinth are checked, minimally cleaned weekly and replaced when necessary and that disability equipment such as hoists are serviced annually and the alarm system remains in working condition.
- 30.15 The designated manager will co-ordinate the rental of the pool ensuring appropriate patient use within the day/week preventing high risk patients susceptible to infection. They will ensure all policy standards are adhered to by external users.
- 30.16 The hydrotherapy pool requires two emergency evacuation trained staff members to be present when a therapist is treating patients within the water i.e a minimum of two therapists treating in the pool at the same time, or one therapist within the pool and another therapist/assistant/or lifeguard poolside. For independent self-users of the hydrotherapy pool there must be either a hydrotherapy pool emergency evacuation trained or full lifeguard trained member of staff on poolside.
- 30.17 Microbiology water testing must be undertaken in the hydrotherapy pool on a weekly basis.
- 30.18 Water chemistry must be undertaken a minimum of three times a day.
- 30.19 The hydrotherapy pool concourse and changing rooms must be cleaned to a clinical standard twice a day with designated cleaning equipment for toilet areas versus pool concourse
- 30.20 It is recommended that the plant room and pool are maintained by the Contractor for the entire leisure centre in accordance with PWTAG standards. Minimum of weekly filter backwash for the hydrotherapy pool is required.
- 30.21 All relevant Zones shall have adequate pool water quality in accordance with the following:

pH value	7.2 - 7.8 (or 7.2 -7.4 for the New Winchester Sport and Leisure Centre) NOP 7.2-7.4
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	EAP 7.0-7.6
Alkalinity	120 – 180 mg per litre 80 – 200 mg per litre (hydrotherapy pool)
Calcium hardness	150 – 200 mg per litre 80 – 200 mg per litre (hydrotherapy pool)
Total Dissolved Solids	<1000mg per litre above that of the source water
Free Chlorine	<1 mg per litre NOP 1-1.5ppm EAP 0.5-3ppm (with secondary UV lower levels recommended).
Combined Chlorine	As low as possible and should never exceed 1mg/l half the free chlorine
Water Balance	Langelier saturation 12.1 +/- 0.5
Sulphate	<360 mg per litre
Clarity	0.5 Nephelometric Turbidity Units
Total coliforms	<0 per 100ml
Faecal coliforms	<0 per 100ml
Pseudomonas	<0 per 100ml
Total visible count @ 22 C	< 100 per ml
Total visible count @ 37 C	< 20 per ml
TVC at 37 C for 24 hours	Not > 10cfu
Coliforms	Absent in 100ml (<10 per 100ml if not consecutive samples or E.Coli or colony count <10cfu)
Escherichia coli	Absent in 100ml (<10 per 100ml if not consecutive samples or colony count <10cfu)
Pseudomonas aeruginosa	Absent in 100ml (<10 per 100ml if not consecutive samples or colony count <10cfu)

Reporting Requirements

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

31. CCTV AND SECURITY

Required Outcome

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

Performance Standards

- 31.2 All relevant Zones within the Facilities shall have adequate security arrangements in place. Where provided, CCTV shall be maintained according to the manufacturer's specification and operated in line with a system that provides a safe level of security to Users during their visit but which does not compromise the personal privacy of Users getting changed.
- 31.3 The Contractor shall ensure compliance with the Information Commissioner's Code of Practice issued under the General Data Regulation Protection 2018 and will be responsible as the data controller.
- 31.4 The Contractor shall at all times be responsible for the total security of the Facilities which includes land, buildings, structures and amenities, as shown on the Site Plans, together with plant rooms, machinery, equipment, fixtures, fittings and furnishings, and any item of stock.

- 31.5 The Contractor shall utilise the security systems installed or provided at the Facilities and shall be fully responsible for its proper maintenance and function. In the event of any alarms or security devices or radios being removed or becoming non-operational or non-maintainable, the Contractor shall replace the same with a suitable alternative or security device approved by the Authority's Representative.
- 31.6 The Contractor shall ensure that all external and internal fully operational CCTV security cameras as part of the security system are operational within the Facilities.
- 31.7 The Contractor may wish to add to the system but shall ensure that prior to the installation of any additional alarm or security equipment the prior written approval of the Authority's Representative is obtained.
- 31.8 The Contractor shall be responsible for the safe keeping of any keys to the Facilities and the maintenance of a key register. The Contractor shall ensure that a list of key holders, together with their addresses and telephone numbers is supplied to the Authority and the Police before the Commencement Date. The Contractor shall update the list whenever changes are made and at least quarterly.
- 31.9 The Contractor shall supply a list of names, addresses and telephone numbers of members of the Contractor's staff who are on a 24 hour call out contact to the Authority, Police, and alarm companies prior to the Commencement Date. This list shall be immediately up-dated by the Contractor as circumstances require on the appointment of, resignation of etc. or change to any member of staff on the list.
- 31.10 The Contractor shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g. water treatment and boiler rooms.
- 31.11 The Contractor shall ensure that a zoned intruder detection system in order to enhance the security of the Facilities is fully operational. The Contractor shall ensure that a fully operational control unit and remote keypad to activate and deactivate the intruder detection system is available at all times. The Contractor shall ensure that each key holder is given a unique password and that these passwords are changed on a regular basis.
- 31.12 The Contractor is responsible for the total security system and its maintenance and shall retain and utilise the existing system.
- 31.13 The Contractor shall ensure that appropriate out of hours key holders are appointed to respond to intruder alarms.

Reporting Requirements

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

Part 1E – Business Processes Performance Requirements

The following areas are covered under Business Processes Performance Requirements:

- 32. IT Systems and Data Protection
- 33. Staffing
- 34. Health and Safety Management
- 35. Business Records and General Reporting

32. IT SYSTEMS AND DATA PROTECTION

Required Outcome

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

Performance Standards

- 32.2 The Contractor shall develop technological solutions for everyday tasks. This includes providing a system that allows for User transactions, including requests for information and bookings to be made online.
- 32.3 The Contractor shall ensure that there is a clear and easily understood booking system and service for all relevant activities at the Facilities. This booking system shall be based on technological systems that allow for advanced booking arrangements and payments, collation of User information, effective management and administration systems, marketing opportunities and operational information systems that record and effectively deliver all bookings.
- 32.4 The system shall enable information on types of Users to be analysed in order to record participation by target groups as specified in Section 6 of this Services Specification.
- 32.5 The Contractor shall develop proposals for the self-ordering and self-issue of leisure tickets, with collection points specified at the Facilities that facilitates fast track entry systems.
- 32.6 The Contractor shall comply with The General Data Protection Regulation 2018 and shall process personal data in accordance with the Data Protection Principles.
- 32.7 The Operator will work with the Authority to agree a protocol on the sharing of data, including but not limited to Club Data and Membership data to help produce anonymised insight into consumer behaviours. Where any new project is commissioned by the Operator that seeks to capture personal data, then the Operator should include the necessary clauses to allow that data to be shared with the Authority. For the avoidance of doubt, the Operator is not obliged to provide any data to the Authority where doing so would result in the Operator breaching The General Data Protection Regulation 2018.
- 32.8 The Operator will work with the Authority, the Open Data Institute, Get Active Hampshire and other bodies to promote and apply the principles of Open Data, and will work with the OpenActive initiative, where relevant. This includes the opening up of relevant data sets under a Creative Commons attributable licence. Relevant data sets (excluding any personal data) include but are not limited to: club, coach, facility or volunteer information or any other information which may be relevant to a consumer to help them take part in sport and physical activity. The Operator will seek to move to adopt data standards for sport and physical activity where relevant as they emerge from the W3C OpenActive Standards group.
- 32.9 The Contractor (where access is required to personal data) must certify that they have notified the Information Commissioners Office under the General Data Protection Regulation 2018. To check if you are required to notify, please visit the ICO website (www.ico.gov.uk).
- 32.10 The Supplier / Contractor must put in place technical and organisational measures against any unauthorised or unlawful processing of personal data, and against any accidental loss or destruction of or damage to such personal data. The Supplier / Contractor must take reasonable steps to ensure the reliability of staff who will have access to personal data, and ensure that staff are aware of and trained in the policies and procedures relating to Information Governance.
- 32.11 The Contractor must ensure that an appropriate Risk Management Framework is available, including the availability of SIRO in instances where Personal Confidential Data / Sensitive Personal Data is to

be accessed or transferred. Areas must be risk assessed to ensure personal confidential data is received in a secure area where no unauthorised access may occur.

- 32.12 The Contractor must ensure that there is an appropriate internal governance to agree policy and procedure on an annual basis.
- 32.13 The Contractor shall ensure that there is appropriate access via auditable individual logins to systems processing personal data, in accordance with national and local Information Governance arrangements.
- 32.14 The Contractor must ensure that no personal data or sensitive personal data is transferred, transmitted, disclosed or transported inappropriately to any media, equipment and / or device unless the data is encrypted to the approved ECDC standard and approved. If data is to be transferred overseas, then the eighth data protection principle must be observed: Personal data shall not be transferred to a country or territory outside the European Economic Area, unless that country ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. (The EEA consists of the EU member states and Iceland, Norway and Liechtenstein). Before a transfer takes place, the Council must be consulted.
- 32.15 The Contractor must be aware of the obligations and its responsibilities under the Freedom of Information Act 2000. This may mean that information which the ECDC holds about the Contractor may be subject to disclosure in response to a Freedom of Information request. A document may have been categorised as confidential but the Council may be obliged to disclose the document, or parts of it, to an applicant making a request under the Freedom of Information Act 2000.
- 32.16 If the Contractor provides any information to the Council in the expectation that it will be held in confidence then the Contractor must make clear in the documentation as to the information to which the contractor considers a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be provided.
- 32.17 In certain circumstances where information has not been provided in confidence, the Council may still wish to consult with the Contractor as to the application of any other exemption such as that relating to disclosure may prejudice the commercial interests of any party. However, the decision as to what information will be disclosed will be reserved with the Council.
- 32.18 If an Information Governance incident occurs, the Contractor must report this as soon as possible to the Contractor's SIRO, according to their incident reporting procedures. This must also be reported to the Council as soon as possible. The incident must be formally documented using Contractor's incident reporting processes. Any information security or confidentiality breaches made by Contractor's employees, agents or sub-contractors must be immediately reported.
- 32.19 Monitoring and reviews are designed to ensure that the services in question are being delivered securely and confidentially and that controls are adhered to. On request, the contractor must supply or allow the Council to view information governance and security policies, procedures, training records and / or controls to ensure they are acceptable, complete and up to date. If these are not in place, the Council can audit current practices and / or assist with training and development of such policies / procedures.
- 32.20 The Contractor shall provide free public access to Wi-Fi throughout the building.

Reporting Requirements

- 32.21 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.
- 32.22 Should the Authority wish to analyse any specific IT reports the Contractor must produce the relevant report within seven Business Days from the initial request.
- 32.23 Where a contractor has assessed itself meeting the Information Governance assurance requirements to an appropriate level and has recorded its assessment, this must be available for inspection by the Council with the annual performance report to obtain assurances that Information Governance standards are being met. Alternatively, an independent certificate could be provided by the contractor (for example, ISO 27001 certification).

33. STAFFING

Required Outcome

- 33.1 Each Facility must have sufficient and suitably qualified staff to provide the services required by this Services Specification and all relevant Legislation, including relating to the swimming pools, health and fitness gym.
- 33.2 Staff employed or licensed or permitted to offer personal training services within the Facilities or to deliver coached activities and courses must be qualified to the appropriate level according to the Governing Body for the sport/activity.
- 33.3 The Contractor must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement.
- 33.4 The Contractor is to encourage its staff to be fit and healthy through the availability of a staff welfare package (e.g. free or discounted use of the facilities).
- 33.5 The principles embedded in the Corporate Health standard for Winchester City Council employees are to be maintained during the contract period.
- 33.6 The Contractor shall ensure they comply with all relevant Gender Pay Gap reporting legislation under The Equality Act 2010 (Gender Pay Information) Regulations 2017, or the equivalent updated legislation.
- 33.7 The Contractor shall ensure they comply with responsibilities to children and vulnerable adults under The Childcare Act 2004 and The Care Act 2014, or the equivalent updated legislation.
- 33.8 The Contractor shall ensure they comply with modern slavery and human traffic legislation responsibilities under The Modern Slavery Act 2015, or equivalent updated legislation.
- 33.9 The Contractor shall appoint a member of staff each day to be on call to assist a disabled person attending the centre, including storing their mobility aid.
- 33.10 The Contractor shall provide a guided orientation tour for those who are blind, have a visual impairment or other disability as appropriate.
- 33.11 The Contractor shall provide specific coloured wristbands for swimmers who are deaf, have a hearing impairment or are autistic (for emergency instruction issues).
- 33.12 The Contractor shall ensure all staff have continuous disability awareness training.
- 33.13 The Contractor shall identify staff proficient in British Sign Language, if none, training should be considered.

Performance Standards

- 33.14 The Contractor shall ensure that as a minimum, staffing levels are appropriate to the size of the Facilities, the activity and delivered by suitably trained personnel.
- 33.15 The Contractor shall ensure compliance with the guide "Managing Health & Safety in Swimming Pools" dated 1999 and the subsequent Local Authority Circular supplement note dated 2005. The contractor to ensure that Lifeguards are trained and competent and that these individuals attend regular ongoing monthly training.
- 33.16 The Contractor shall ensure compliance with Governing Body requirements with respect to staffing.
- 33.17 The Contractor shall ensure compliance with the relevant requirements of the local OFSTED registration requirements, the Authority Social Services Department, meeting the 14 standards outlined in National Standards for under 8's Day Care and Childminding as set out in The Children Act and the staff qualifications for any other specific activity as outlined in the Contractor's Method Statements.
- 33.18 The Contractor shall provide a list of named staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.
- 33.19 The Contractor must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement in relation to all staff employed in relation to the provision of Services including any third party club or coach.
- 33.20 The Contractor shall ensure that appropriately qualified persons or sub-consultant companies carry out all maintenance works.

- 33.21 The Contractor shall ensure that reception desks are appropriately staffed at all times the Facilities is open to the public. Reception staffing levels and access control procedures at times of peak demand shall be such that Users are able to gain access without unreasonable delay.
- 33.22 The Contractor shall ensure that a member of gym staff is available on the gym floor during all operational hours who is not involved in induction or personal training. The Contractor shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment Legislation including equal opportunities, the EU Working Time Regulations and the national minimum wage.
- 33.23 The Contractor shall be entirely responsible for the employment and conditions of service of its employees and shall implement a scheme for the continued assessment and development of staff. The Contractor shall therefore ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The Contractor shall ensure that this is appraised annually.
- 33.24 The Contractor is encouraged to offer apprenticeships and work experience in the Facilities.
- 33.25 The Contractor shall appoint an overall contract manager to be its Contractor's Representative. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings on a regular basis.
- 33.26 The Contractor shall employ sufficient qualified and experienced staff to ensure a high standard of service and customer care at all times. Accordingly it will be necessary for the Contractor to employ sufficient reserves of staff to provide these high standards in times of sickness, leave, training and other absence from work.
- 33.27 The Contractor shall at all times employ sufficient numbers of qualified staff for durations of duty in accordance with the standards as outlined in the HSE's The Management of Health & Safety in Swimming Pools, or equivalent.
- 33.28 The Contractor shall ensure that all employed lifeguards are qualified and inducted using the CIMSPA document 'The Qualified Lifeguard's Induction and Ongoing Training Manual', or equivalent.
- 33.29 The Contractor will attain the National Pool Safety Award, ASA Quality Assurance standard "Aquamark", or equivalent.
- 33.30 The Contractor shall employ sufficient staff, coaches and instructors currently qualified for all activities where coaching or instruction takes place or specific qualifications are required.
- 33.31 The Contractor shall employ staff suitably trained in order to conduct induction training courses for Users on weight-lifting and training and other exercise equipment in the fitness rooms.
- 33.32 The Contractor shall only employ fitness staff that are registered on the Register of Exercise Professionals (or CIMSPA), or equivalent (Level 3) and should have at least four members of staff qualified to deliver exercise referrals and level 4 specific health condition classes.
- 33.33 The Contractor shall ensure that staff employed as lifeguards attend a minimum of 2 hours training per month as a condition of employment. This applies to full time, part time and casual staff.
- 33.34 The Contractor shall maintain detailed training records to include attendance at lifeguard training sessions.
- 33.35 The Contractor shall provide accommodation within the Centre and IT for the Council's Active Lifestyles Officer and part-fund that role's salary (£3,000 per annum).

Reporting Requirements

- 33.36 The Contractor shall submit to the Authority for its approval three months prior to the Commencement Date a training plan for all existing staff and any proposed additional staff. The Contractor shall resubmit the training plan for the Authority's approval annually thereafter.
- 33.37 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report.

34. HEALTH AND SAFETY MANAGEMENT

Required Outcome

- 34.1 The Contractor shall comply with all relevant health and safety Legislation and shall produce, maintain and comply with a "Health and Safety Procedures Manual". This manual shall be available for inspection by the Authority's Representative or other authorised persons at any time.

Performance Standards

- 34.2 The Contractor must comply with all relevant health and safety Legislation and, without prejudice to the generality of the foregoing, shall operate the Facilities in line with the recommendations in the most recent edition of the HSE publication "Management of Health and Safety in Swimming Pools"(www.hse.gov.uk)
- 34.3 The Contractor shall comply with the guidance on child admissions to swimming pools within the CIMSPA's (or equivalent, as agreed with the Authority's representative) swimming pool child admission policy for unprogrammed swimming.
- 34.4 The Contractor shall not exceed the maximum occupancy numbers recommended by Sport England for any activity area.
- 34.5 The Contractor shall carry out regular review of risk assessments for the Facilities, which will be included in the Health and Safety Procedures Manual.
- 34.6 Any revision will need to be recorded and should thereby:
- a. a change in legislation
 - b. an accident or incident where a change is required to prevent a recurrence
 - c. if a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
 - d. before and after a new item of equipment is purchased
 - e. if a change to the plant, building or premises is planned where new / revised arrangements for its safe use will be needed.
- 34.7 The Contractor shall arrange for a competent person to complete annual fire risk assessments. The Contractor shall review and update them whenever necessary. The Contractor shall ensure that copies are available to all staff and for inspection by the Authority at all times. The controls identified by the fire risk assessments shall be fully implemented by the Contractor.
- 34.8 The Contractor shall provide safe working procedures for all activities, equipment, cleaning, maintenance and rigging undertaken by staff.
- 34.9 The Contractor shall have effective health and safety arrangements for the selection and management of sub-contractors. The Contractor shall ensure that sub-contractors have the appropriate degree of competence to carry out the work safely and without risk to health. The Contractor shall ensure that all staff, agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning health and safety at work and fire and emergency procedure. This includes the relevant sections of COSHH assessments and the regular recording and "signing-in" of sub-contractors (permit to work system).
- 34.10 The Contractor shall ensure that all surface water and other leak or spillage of liquid or dry material within internal areas causing dangerous floor surfaces is dealt with immediately on identification of the problem and warning signs erected as required.
- 34.11 The Contractor shall physically check the First Aid equipment and supplies weekly and shall ensure that a record of such checks is available for inspection by the Authority. The Contractor shall provide and maintain defibrillators to the same standard of rigour. The Contractor shall ensure that the Facilities have a minimum of one trained First Aider on each Site at any time and attend to public first aid requirements.
- 34.12 The Contractor shall appoint a competent person to advise and assist the Contractor in carrying out the measures needed to comply with health and safety law. The Contractor shall also identify a member of staff at each of the Facilities as the "Health and Safety Competent Person" and shall ensure that they receive full first aid training as appropriate for the responsibility. This training shall include holding a valid certificate of competence in First Aid at Work (FAW) or Emergency First Aid at Work (EFAW), obtained from a competent training organisation.

- 34.13 The Contractor shall display the names of the appointed first aiders in a prominent position on the wall in the reception area at the Facilities.
- 34.14 The Contractor shall maintain a record of all training undertaken by staff with respect to health and safety, including details of the content of training. Regular 'toolbox' talks should be delivered as required.
- 34.15 The Contractor shall include health and safety training in the new staff induction programme.
- 34.16 The Contractor shall ensure that all signs relating to exits and fire exits are to the standards required by legislation and the requirements of Fire and Licensing Officers in respect both of general operation and special and entertainment events. For the avoidance of doubt, the Contractor shall be the 'responsible person' as defined by the Regulatory Reform (Fire Safety) Order 2005 and shall liaise with tenants of the Facilities to coordinate safety management.
- 34.17 The Contractor shall repair any damaged health and safety notices within 24 hours and shall take action in the interim period to ensure staff are fully aware and take the necessary action to prevent any type of incident, e.g. fire instruction routes
- 34.18 The Contractor shall ensure that all exit routes are regularly checked, cleared of rubbish, debris and obstruction and checked at least weekly for ease of exit.
- 34.19 The Contractor shall ensure that regular testing and inspections are carried out in relation to Legionella and water safety including:
- a. Air conditioning
 - b. Swimming pool water
 - c. Showers, toilets and hot water systems
 - d. Pest control
- 34.20 The Contractor shall ensure that all staff are competent and adequately trained to undertake all health and safety responsibilities relevant to their individual roles and duties. The Contractor shall keep full records of all relevant training and any PPE issued to staff.
- 34.21 In accordance with the provisions of the Health and Safety at Work etc. Act 1974 the Contractor shall prepare a written health and safety policy statement (including the organisation and arrangements in place for carrying out the policy). The policy statement shall be revised as often as is appropriate.
- 34.22 The Contractor shall ensure that all transferring and new employees receive a personal copy of the health and safety policy statement and understand its contents within seven days of their start of employment and that all employees have access to all other relevant documents concerned with the Health and Safety at Work Act. To this end the Contractor shall issue all employees with access to all relevant documents.
- 34.23 The Contractor shall submit a copy of:
- a. the health and safety policy statement, and
 - b. the record of the Contractor's arrangements for the effective planning, organisation, control, monitoring and review of the measures required to comply with health and safety law.
- (and any revisions to these documents) to all areas of the Facilities at all times for the purpose of inspection and may prohibit unsafe practices, impose penalties as appropriate or if necessary cause the closure of the Facilities or parts thereof.
- 34.24 The Contractor shall provide sufficient numbers of qualified employees to be present at all operating times at the Facilities to ensure the safety of employees, Users and sub-contractors.
- 34.25 The Authority retains the absolute right to instruct the Contractor to close any Facility within the Facilities, immediately, in the interest of public safety.
- 34.26 In addition, the Contractor shall supply to the Authority's Representative, a minimum of one month before the Commencement Date, "Health and Safety Procedures Manual" setting out all health and safety procedures within each building prior to issue to all employees. A copy of this manual must be accessible to the Contractor's employees in the relevant staff room and changing area.
- 34.27 Unless otherwise clearly the responsibility of the Authority (as identified in the Asset Management Responsibilities Matrix), the Contractor shall notify all defects to plant and equipment affecting the health and safety of employees, Users and the Contractor to the Authority's Representative within

one Business Day of their occurrence, together with any action taken to repair, withdraw from use or replace the plant or equipment.

- 34.28 The Contractor shall permit access at any reasonable time (including but not limited to the Minimum Opening Hours) to all areas of the Facilities by the Authority's Representative, any relevant corporate health and safety advisor, Licensing Officer, Environmental Health Officer, Fire Officer or officer of the Health and Safety Executive that has responsibility for matters concerned with health and safety for the purpose of inspecting plant and equipment.
- 34.29 The Contractor shall set out the levels, types and quantities of protective clothing and equipment (PPE) to be provided for each building. The Contractor shall also detail the frequency with which all protective clothing and equipment shall be replaced. Records of issue to employees shall be kept by the Contractor and made available for inspection by the Authority when required. PPE is a last resort and the contractor needs to ensure that any residual risks are eliminated.
- 34.30 The Contractor shall at all times ensure compliance with maximum occupation levels for the Facilities as stipulated in the Contractors Fire Risk Assessment and/or the Premises Licence.
- 34.31 The Contractor shall monitor safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity taking place.
- 34.32 The Contractor shall control public throughput of the Facilities to a level which does not jeopardise the health and safety of Users, reduce hygiene standards or compromise the provision of a quality service.
- 34.33 The Contractor shall limit the number of bathers in the Swimming Pool Hall during public swim sessions and/or privately booked parties to be in accordance with the guidance in HSE Guidelines, "Managing Health and Safety in Swimming Pools".
- 34.34 The Contractor shall ensure that the numbers of bathers in the Swimming Pool Hall during club use, whether for recreation or competition, shall also comply with these guidelines.
- 34.35 The Contractor shall replace any removed or damaged notices and replace such notices within 24 hours.
- 34.36 The Contractor shall ensure that an induction session is carried out for all fitness gym Users. If the User is an experienced gym user and refuses to undertake an induction, the User must sign a disclaimer stating that they are an experienced gym user and do not require an induction. The Contractor shall keep records of induction sessions and make them available for inspection by the Authority when required.
- 34.37 The Contractor shall submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and shall inform the Authority's Representative in writing of any subsequent alterations necessary because of changes in Legislation, changes in the Facilities or improvements to the procedures. The Contractor shall carry out practice evacuations at least every 6 months and maintain records of staff taking part and time taken for evacuation.
- 34.38 The Contractor shall ensure that in any case of snow or ice, such snow or ice will be cleared and the immediate entrance and public pathways leading to the Facilities sanded/gritted, including paths and exits/entrances to car parks.
- 34.39 The Contractor shall ensure that hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services are kept under proper control and safekeeping and are properly and clearly labelled on their containers and comply with the relevant Control of Substances Hazardous to Health Regulations (COSHH).
- 34.40 The Contractor shall ensure that all cleaning materials and equipment are appropriate for their required function and are used in accordance with the manufacturer's instructions, British Standards, and relevant Health and Safety Legislation, particularly COSHH.
- 34.41 The Contractor shall maintain comprehensive records of:
 - a. All accidents, incidents and near misses involving staff, members of the public and contractors
 - b. Evacuations and incidents occurring at the premises
 - c. Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

- 34.42 The Contractor shall ensure that any major RIDDOR reportable incident is reported to the Authority within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided to the authority within 24 hours.
- 34.43 The Contractor shall ensure that these records include details of any relevant actions taken/to be taken and shall be available to the Authority's representative at any time.
- 34.44 The Contractor shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place. The Contractor shall ensure the Facilities' fire and evacuation systems and equipment as part of the EAPs are maintained to relevant standards and regulations and appropriate records kept. Fire and evacuation procedures in place shall include 6 monthly safety drills and appropriate records kept.
- 34.45 The Contractor shall ensure that electrical installations are inspected by a competent person at least every 3 years (12 months for wet establishments) and that the contractor complies with the recommendations in inspection reports relating to all category 1 and 2 hazards.
- 34.46 The Contractor shall ensure that only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, ticket offices etc. Clearly visible signs shall be displayed to this effect.
- 34.47 The Contractor shall be responsible for ensuring that smoking is not permitted throughout the Facilities.
- 34.48 The following hygiene and safety standards and rules must be maintained and enforced within the Facilities by the Contractor as follows:
- a. No person is allowed to enter the pool area and /or the rest of the Facilities who:
 - i. does not have acceptable swim wear
 - ii. is under the influence of alcohol or drugs
 - iii. is considered to be a risk to themselves or others
 - b. No outdoor footwear is allowed on the swimming pool and hydrotherapy pool surrounds by any person including any disabled swimmers or helpers gaining access. Shoe covers must be worn. No inappropriate footwear likely to cause damage to sports surfaces indoor and outdoor is allowed
 - c. All persons must adhere to pre-swim hygiene toileting then showering before entering the pools
 - d. No animals or pets are allowed within the Facilities with the exception of special events. Guide dogs for the blind are restricted to reception and social areas only
 - e. No use of sunbed or similar sun lamps is permitted within the Facilities
 - f. No persons are permitted to skateboard, roller skate, or alike or to partake in activity sports such as BMX cycling or motorised vehicle sports within the car parks.
 - g. The Contractor shall ensure that no article of any kind is stored in the voids beneath any of the pools.

Reporting Requirements

- 34.49 The Contractor shall report details of any accidents, incidents and near misses reportable under the RIDDOR regulations in the manner prescribed by the regulations. The Contractor shall ensure that records of accidents and actions taken are to be made available for inspection by the Authority. Any incident requiring evacuation will need to be reported whether planned, false alarm or actual emergency.
- 34.50 The Contractor shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant Facilities site. A copy of this record shall be supplied by the Contractor to the Authority within 48 hours of receipt.
- 34.51 The Contractor shall provide a summary of all accidents and incidents occurring at the Facilities as part of the Major Accidents and Incident report.
- 34.52 The Contractor shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Performance Monitoring Report.

35. BUSINESS RECORDS AND GENERAL REPORTING

Required Outcome

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

Performance Standards & Reporting Requirements

- 35.2 The Contractor shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery. The Contractor shall provide one overall Contractor's Representative to be its authorised representative for the Facilities operated on behalf of the Authority. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services.
- 35.3 The Contractor's Representative shall attend quarterly meetings with the Authority's Representative in order to discuss the reports and plans outlined below.

36. OPERATING PERFORMANCE AND FINANCIAL REPORTING

Required Outcome

- 36.1 The Contractor shall provide to the Council on a quarterly and annual basis details of the operating performance of the contract on an open book basis, including information on turnover and expenditure, split by category, as well as membership numbers and utility consumption figures.
- 36.2 Membership data is to be shared with WCC and should be able to be broken down into categories such as; gender, age group, BME, forces, students and disabilities.

Reporting Requirements

- 36.3 The format of the report will be agreed with the Council prior to the Commencement Date, but it is expected to follow a similar format to the Bidder Pricing Template submitted by the Contractor as part of its tender.
- 36.4 The plans / programmes listed below are to be submitted by the Contractor to the Authority by the specified date.

Plan Title	Frequency	Submission Date
Schedule of Programmed Maintenance	Annual	Two months prior to the Commencement Date and two months prior to each subsequent Contract Year
5 Year Maintenance Plan	Annual	Two months prior to the Commencement Date and two months prior to each subsequent Contract Year
Marketing Plan	Annual	Within three months following the Commencement Date and by 31st December of each subsequent Contract Year
Participation Targets (for implementation the following Contract Year)	Annual	Within three months following the Commencement Date and by 31st December of each subsequent Contract Year
Sports Development Plan	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year. This plan to take into consideration the timeline associated with the Sports & Activity Development Plan.
Health and Wellbeing Plan	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year. This plan to take into consideration the timeline associated with the Health and Wellbeing Plan.
Pricing Schedule	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Programmes of Use	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Proposals for changes to Minimum Opening Hours	Annual (if required)	By 31 st December of each Contract Year
Cleaning Schedule	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Environmental and Energy Management Plan	Annual	Within six months of the Commencement Date and by 31 st December for each subsequent Contract Year
Staff Training Plan	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Emergency Plan	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Report to the Authority's relevant Portfolio Holder	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Authority's Outcomes Development Plans	Annual	Within one month of the start of the second Contract Year and annually thereafter.
Event Management Plan	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Action Plan.	Biennial	Within one month of the receipt of the National Benchmarking Service report
Quest Action Plan / or other agreed quality accreditation	Biennial	Within one month of the receipt of the Quest report

Plan Title	Frequency	Submission Date
Holiday Activities Marketing Programme	Annual	Three months prior to the Commencement Date and by 31 st December of each subsequent Contract Year
Independent Environmental Pool Water Testing	Monthly	To be submitted on a monthly basis to ensure pool quality.

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

Report Title	Frequency	Submission Date
Quarterly Performance Monitoring Report	Quarterly	Within ten (10) Business Days of the end of each period of three Contract Quarter
Annual Service Report and Annual Service Plan	Annual	Within one month of the start of the second Contract Year and annually thereafter
Authority's Outcomes Report & Scorecard	Annual	Within one month of the start of the second Contract Year and annually thereafter
Fire Risk Assessment	Annual	Promptly following receipt
Electrical Certificates	Annual	
Property Database	Annual	Three months before the Commencement Date and three months prior to the beginning of each subsequent Contract Year
Equipment Inventory	Annual	Within one month following the Commencement Date and within one month following each subsequent Contract Year
Licenses and Legislation Compliance Report	Annual	Within one month following the start of each Contract Year
National Benchmarking Service Report	Biennial	Within five (5) Business Days of receipt
Quality Management Accreditation / Quest Report	Biennial	Within seven (7) Business Days of receiving notification
Lightning Conductor Report	As required to meet the standards set out in this Services Specification	Promptly following receipt

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

Customer Complaints and Feedback Summary
Major Accidents and Incidents Report
Cleaning Summary
Membership and Utilisation Data
Operational Expenditure and Income in the same or similar format (open book) as was provided by the Contractor during the procurement process
Maintenance Programme Update
Help Desk Performance Summary and level of Performance Deductions
Sports Development/Health and Wellbeing Plan Progress Update
Event Management Progress Update

Outcomes Progress Update (including Scorecard)
Marketing Plan Progress Report – to include participation rate performance
Environmental and Energy Management Plan Progress Report

- 36.7 The Performance Monitoring Report shall be concise and provide a maximum one page summary on each of the areas identified above. A Key Performance Indicator assessment completed in accordance with Schedule 6 Performance Monitoring System shall be included as an appendix to the Performance Monitoring Report on a quarterly basis. The report should provide a 15-20 page summary of the Services overall for review by the Authority.
- 36.8 The Annual Service Report shall, as a minimum, provide a summary of the results and recommendations set out in all the reports outlined in the table above and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year.
- 36.9 The Contractor shall provide to the Council financial information relating to the performance of the Contract on an open book basis, in the same or similar format as was submitted by the Contractor as part of its Invitation to Tender Submission, detailing all income and expenditure categories as set out in the same.

Appendix 1 – Minimum Opening Hours

	MINIMUM OPENING HOURS
Mondays	6:00am – 11:00pm
Tuesdays	6:00am – 11:00pm
Wednesdays	6:00am – 11:00pm
Thursdays	6:00am – 11:00pm
Fridays	6:00am – 11:00pm
Saturdays	6:30am – 7:00pm
Sundays	7:00am – 11:00pm

The Facilities are not required to be open on Christmas Day, Boxing Day and New Year's Day. On the other bank holidays the Facilities may be opened for a reduced number of hours to be approved by the Authority at least four weeks prior to the relevant bank holiday.

Appendix 2 - Authority Weekly Programming Requirements (Protected Bookings)

To be confirmed during the procurement process.

Protected Concessions

The following clubs are to receive protected concessions:

Name of Club	Area	Protected number of hours or specific hours/
Winchester Physiotherapy and Sports Injury Clinic	Treatment Rooms wet side	TBC
Sparx Beauty	Treatment Rooms dry side	TBC

Protected Bookings

- *Winchester and District Sports Association for Disabled:* Free use of the main hall (4 courts) for three hours on a Friday evening 6-9pm, whole of the main pool (25m) and learner pool from 7-8pm once a week.
- *All Saints Primary School:* Free use of the athletics track for 7.5 hours per week.

Bookings made from clubs and organisations in the Winchester District will be given priority, where the majority of members are from within the District. Operators and Winchester City Council are to develop collaborations or partnerships with local sports clubs such as: swimming club, athletics club, hockey club and fitness and sport club (over 50s club).

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

The Council will support clubs in agreeing community use agreements and the like and expect the Contractor to work in a collaborative way with sports clubs.

Appendix 3 - Authority Pricing Requirements

CORE PRICES (Protected by Council)

Table 1 Current River Park Leisure Centre Core prices (inclusive of VAT)

<i>Facilities & Activity</i>	Peak Rate (£)
Gym Sessions	
Adult session	£8.20
Junior session	£4.15
Fitness Classes	£6.60- £8.10
Badminton Court hire	£10.60
Swimming	
Adult session	£4.10
Junior session	£2.15
Senior session	£2.15
Squash Court hire	
Adult	£8.10

Table 2 NEW Winchester Sport and Leisure Park Core Prices (inclusive of VAT) [prices to be proposed by the Contractor within its ITT tender].

<i>Facilities & Activity</i>	Peak Rate (£)
Gym Sessions	
Adult session	
Junior session	
Disabled session	
Fitness Classes	
Exercise Referral Sessions/Classes	
Badminton Court hire	
3G Pitch hire	
Athletics Track	
Swimming	
Adult session	
Junior session	
Senior session	
Disabled session	
Squash Court hire	
Adult	
Junior	

Definitions

Junior = 0-15yrs

Adult = 16-59

Senior = 60+Yrs (those in receipt of Pension Credit (Guaranteed Element))

DISCRETIONARY PRICES (Unprotected by Council)

Those prices not listed in the table above can all be set at the discretion of the Contractor.

University Of Winchester Discounts

Saver Card

University of Winchester students can purchase a Saver Card each year. These students are entitled to a free card and a free gym induction each year as well as pay as you go prices at 50% discount for swimming, classes, gym and racket sports.

Centre Membership

University of Winchester Discount for direct debit memberships – 20% discount for annual membership.

Free Use

Free use of sports hall, athletics track, artificial Hockey pitch, swimming pool (25m), one studio and squash courts between 12 noon and up to 7pm on every Wednesday during University term time.

Block booking of facilities

University of Winchester discount of 20% for off peak block bookings during University term time.

Discount usage by schools

Winchester City Ward Primary Schools (currently are) to receive a 60% price discount weekdays 9am-3pm term time only.

Discount usage by target groups

Saver Card

The following groups (as a result of purchasing a Saver Card) are entitled to receive a 50% discount on **pay as you go** discount on the standard rate casual usage of the Facilities:

- Registered students with current NUS card
- Registered unemployed claiming income support or job seekers allowance
- Registered disabled (incapacity benefit)
- A lone parent receiving income support
- Persons over 60 years of age (those in receipt of Pension Credit - Guaranteed Element)
- Carers

Corporate Membership

- Employees of Winchester City Council/University of Winchester/Hampshire County Council to receive a 15% discount on membership

Appendix 4

Equipment Inventory

To be agreed.

Appendix 5

NEW Winchester Sport and Leisure Centre – Tiger Turf All-Weather Pitch Maintenance Schedule

The following maintenance schedule is the minimum requirements to maintain the Tiger Turf artificial pitch and surrounding infrastructure. The Contractor will be expected to liaise closely with the Authority to ensure that the facility is maintained to a high standard to prolong the life of the pitch.

Any defects must be reported to the Council and rectified within one week.

Tiger Turf All-Weather Pitch (Hockey Pitch)

Daily

1. Litter pick site - Remove litter, chewing gum, cigarette butts, leaves & twigs and any other visible debris.
2. Check high use areas (penalty spots, corners, etc) for wear and tear.
3. Pull out 5-a-side goals, check rollers, nets for damage and repair accordingly.
4. Visually check main football goals and hockey goals for and damage and repair as required.

Twice Weekly (minimum)

1. Brush with tractor mounted drag brush and or mat.
2. Inspect seams and general condition.
3. Use the Leaf blower to clear the surrounding areas of the pitch of any debris.
4. Use the BillyGoat to vacuum the debris.

Twice Monthly (minimum)

1. Deep sweep with flexi comb equipment.
2. Deal with any weeds/moss/algae

Twice Yearly

1. Anti-moss and anti-weed treatment around edges and drainage systems
2. Clear any debris from drains at the side of the pitch.
3. Replace all goal nets, 5-a-side, hockey & football.

Yearly (and as required)

1. Maintain sand base surface / top up if required
2. Commission independent report on the condition of the pitch. (currently use Sport & play)
3. Deep sweep/groom with specialised de-compaction equipment. (currently use Sport & Play)

Perimeter Fence

Daily

1. Visual check for any defects
2. Check padlocks present and in good working order

Monthly

1. Check and lubricate access doors, gates, padlocks and check all fixings.

Yearly

1. Check bolts and tighten as necessary

Pitch Floodlighting (Current contract with Christies Lighting Ltd)

Weekly

1. Check floodlights and report any bulb failures
2. Rectify any failures as and when required

Yearly – (Maintenance service contract – currently completed by Christies Lighting Ltd)

1. Lower masts and check operation.
2. Clean the floodlight and re-aim if necessary.
3. Check and inspect the floodlight lamp and control gear.
4. Visually inspect foundation assembly.
5. Inspect pitch side cabinets for:
 - a. Vermin damage
 - b. Ingress of moisture and other solid foreign bodies
 - c. Component malfunction
 - d. Signs of overheating
 - e. Vandalism.

Every 3 years

1. Test and inspect the electrical system.
2. Complete HHUA lighting approval survey and gain certificate

General

Daily

1. Check fixtures and fittings (goals, nets, wheels and any winches etc).
2. Check access routes to pitch
3. Check facility for vandalism

Appendix 6

New Winchester Sport and Leisure Centre – Hydrotherapy Pool Maintenance Schedule

To be inserted

Appendix 7

8 Lane Athletics Track – Maintenance Schedule

NEW Winchester Sport and Leisure Centre – Athletics Track Maintenance Schedule

The following maintenance schedule is the minimum requirements to maintain the Athletics Track, infield and surrounding infrastructure. The Contractor will be expected to liaise closely with the Authority to ensure that the facility is maintained to a high standard to prolong the life of the track.

Any defects must be reported to the Authority and rectified within one week. (NB.Track surface repairs will not be completed in this timeframe)

Athletics Track and Infield

Daily

5. Litter pick site - Remove litter, chewing gum, cigarette butts, leaves & twigs and any other visible debris.
6. Check high use areas for wear and tear. (100m start, finish line).
7. Check Long jump & Triple jump pits for sand level – rake over and fill up as required, check take-off boards, runways etc,
8. Check infield – fill divots in grass around the shot put, discus or hammer area to minimise trip hazard.
9. Check infield stakes and ropes – at least 1 metre away from edge of the track, rope loose with slack to minimise risk of injury.
10. Reposition cones in lane one – equal distance around the 400m – to stop over use and to ensure the longevity of the track surface.
11. Visual check all surfaces and equipment for any signs of damage – report immediately.

Twice Weekly (minimum)

5. Use the Leaf blower to clear the track surface and surrounding areas of any debris.
6. Use the BillyGoat to vacuum the debris.
7. Inspect track drains, seams and general condition.
8. Gardening team to cut grass of infield to standard length, mark competition lines for all field events (line marking only during the athletics season, grass cut less often out of season.)
9. Brush / leaf blow gravel back in car park area.
10. Sweep out the bottom of the Steeple chase jump – to ensure good drainage.

Twice Monthly (minimum)

3. Deal with any weeds/moss/algae
4. Inspect all external equipment – hurdles, steeplechase barriers, hammer cage net, jumps landing beds, equipment storage covers for any defects.

Twice Yearly

4. Anti-moss and anti-weed treatment.
5. Complete itinerary of all athletics equipment – re-order if required. (currently use ProAthletics)
6. Check and oil winders on all external equipment stores and hammer cage

Yearly (and as required)

Before athletics season begin:

4. Maintain all competition hurdles, individually clean, brush and oil all working parts.
5. Wire brush, spray paint shot putts and hammers in colours coded to their weight.
6. Check weights of javelins, shot putts, hammers and discuss, dispose of any incorrect weight.
7. Check javelins for any deficiencies in performance

8. Oil equipment trollies and repaint as necessary.
9. Check starting blocks for matching foot pads
10. Check and service starting pistol and starting speakers – fully charge battery of speakers
11. Check PA system is working correctly
12. Ensure all long jump / triple jump take off boards are at competition standard
13. Ensure all long jump / triple jump marker boards have adequate plastercine
14. Check all equipment boxes for each athletics event – that they have all of the equipment listed on the itinerary for the athletics officials
15. Check all high jump and pole vault beds are in the correct position and correctly fastened – adjust if required.
16. Check all high jump and pole vault competition bars are in good order, no splinters or signs of shattering.
17. Check carrots are positioned on the infield to assist with the line marking.

General

18. Commission independent report on the condition of the track. (currently use Sport & Play)
19. Gain quotes for track repairs (currently use White Lines LTD)
20. Repair track surface (can only be completed between March – Sept – due to weather conditions/ temperatures required.)

Additional athletics track information

Every 2-3 years – deep clean the track surface to expel all of the ground in debris and dirt.

Every 3 years – renew England Athletics Track competition permit

Every 8-12 years – look to replace the top layer of the track surface.

Every 10-15 years – look to replace whole track surface.

Perimeter Fence

Daily

1. Visual check for any defects
2. Check padlocks present and in good working order

Monthly

2. Check and lubricate access doors, gates, padlocks and check all fixings.

Yearly

2. Check bolts and tighten as necessary

Track Floodlighting (Current contract with Christies Lighting Ltd)

Weekly

3. Check floodlights and report any bulb failures
4. Rectify any failures as and when required

Yearly – (Maintenance service contract – currently completed by Christies Lighting Ltd)

6. Lower masts and check operation.
7. Clean the floodlight and re-aim if necessary.
8. Check and inspect the floodlight lamp and control gear.
9. Visually inspect foundation assembly.
10. Inspect track side cabinets for:
 - a. Vermin damage
 - b. Ingress of moisture and other solid foreign bodies
 - c. Component malfunction
 - d. Signs of overheating
 - e. Vandalism.

Every 3 years

3. Test and inspect the electrical system.
4. Complete HHUA lighting approval survey and gain certificate

General

Daily

4. Check fixtures and fittings (cage, shelters, long jump covers, winches etc).
5. Check access routes to track
6. Check facility for vandalism

Appendix 8

Winchester Stadium – Maintenance Schedule

The following maintenance schedule is the minimum required to maintain the 'green spaces', hard standing areas and external cleaning of Pavilion.

Weekly

1. Mow and strim all grassed areas. Cut & collect for the first 4 operations at the beginning of the season (mid-March) and 2-3 times towards the end of the season (mid November) - dependent on ground conditions. Cut & mulch period in-between. To be carried out 1-2 days before any scheduled event.
2. Competition Line Marking, 1-2 days before every athletic field event.

6 Weeks

1. Weed control using a glyphosate based herbicide during the growing season. (As required)
2. Cultural control (hand pull or hoe) when conditions do not allow.
3. Moss/algae control using a hard surface biocide. (As required)

Every 4 Months

1. Window clean.
2. Clear edge of AWP of moss/debris.

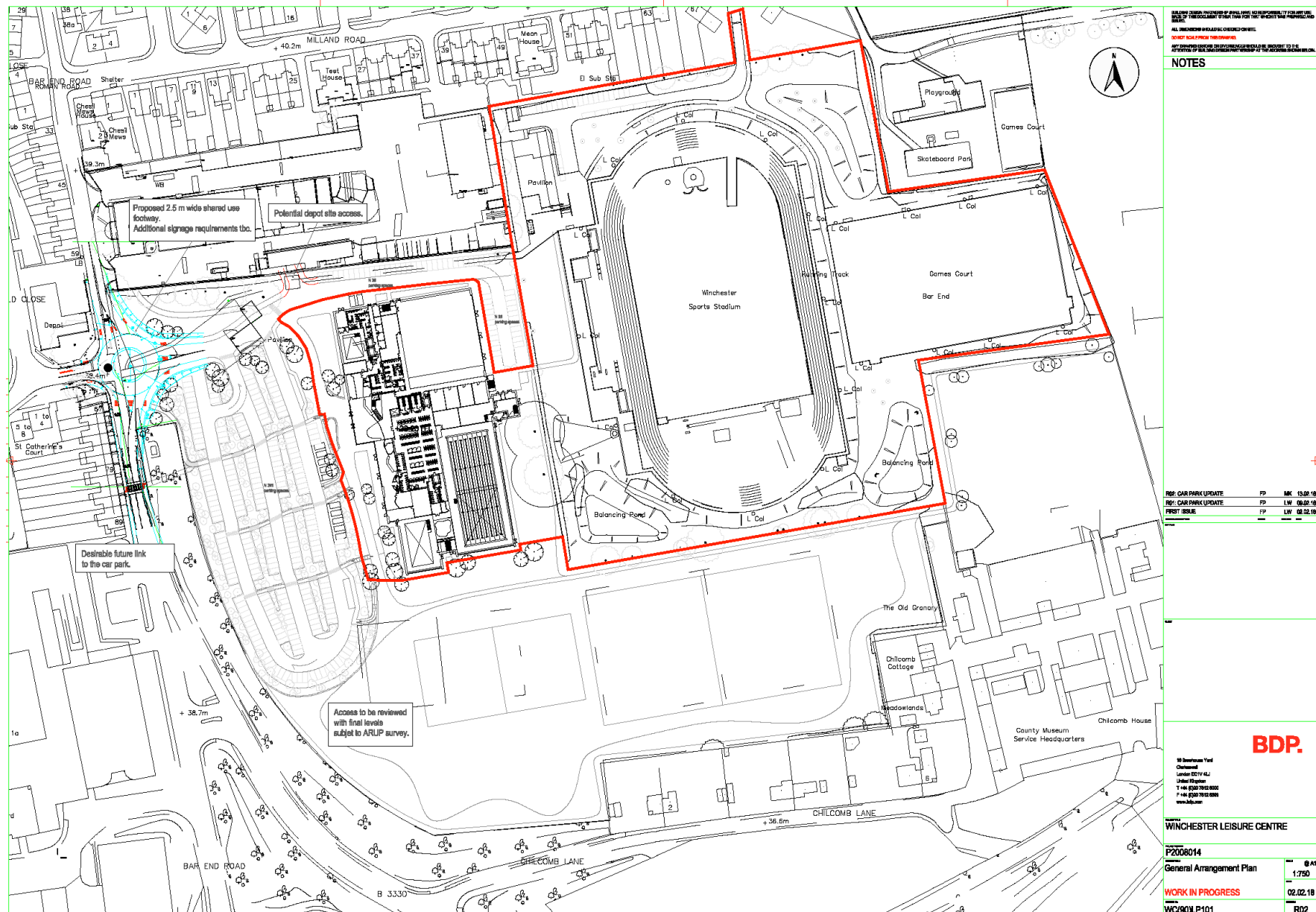
Annual

1. Cut 'swale pits' and 'naturalised' areas.
2. Ornamental flowering bulb planting - strim and rake arising's after 'die-back'.
3. Check 'carrots' are positioned on the infield to assist with the line marking – pre-season.
4. Wash down building cladding.

Bi-Annual

1. Cut hedges.
2. Tree inspection. Proceed as recommended.

Appendix 9



Appendix 10 – Information to be included on the Website

Include the number and location of:

- Accessible parking bays.
- Parent/child bays.
- Minibus parking bays.
- Where the drop off/pick up point is.
- (Include any charges or exemptions for parking)
- Location of accessible entrances (including style of opening)
- Provide distances to entrances and reception desks etc.

General:

- Location of Accessible toilets (operated by radar key?)
- Location of WC's with assistance step for those with limited stature or children.
- Provide information on seated waiting/resting areas.
- Provide pictures/video of the interior, especially the routes that would be taken to various areas.

Swimming Complex

- Provide information on the various options for changing, especially Changing Places Facilities.
- Provide information on the different ways to access the pools.
- Provide information on the equipment available i.e. submersible wheelchairs, floats etc
- Provide information on the location of wheelchair & mobility aids storage.

Sports Hall Complex

- Provide information on available changing facilities & equipment.

Hydrotherapy Suite

- Provide information on changing facilities.
- Provide information on accessing the pool.
- Provide information on booking method.

Cafeteria:

- provide information on style of service (self-service or table service)
- Provide information on how to seek staff assistance if self-service.

Individual Disabilities Information

Provide the following information directly from the website home page.

Physical/Ambulant:

- Provide information on door widths and if automatic or not.
- Provide information on changing facilities with hoists.
- Provide information on toilet blocks with ambulant cubicles.
- Provides information on areas with seating for resting.

Hearing:

- Include information showing areas with induction loops.
- Provide a signer or subtitles on information videos, including emergency messages.
- Include information that the centre has flashing fire alarms.
- Include information on the additional emergency band for swimmers.
- Train staff in Next-Generation Text Service (NGTS)
- Provide information if staff are BSL proficient.

Visual:

- Provide audio commentary on key videos on the website and in the centre.
- Supply large print menus and/or information in tablet form with adjustable text and contrast.
- Provide all reading material in various formats with adjustable text and contrast.
- Where appropriate, provide reading material & signage in braille.
- Provide information on locations of external dog spending and internal rest areas for assistance dogs.

Autism:

- Provide a system to make fast track possible when necessary.
- Provide and promote familiarisation visits.

- Provide videos showing entrances and through routes to the various facilities.
- Consider providing quiet starts to a days programme, no music, whistles and loudspeaker announcements kept to a minimum.
- Consider making ear defenders available.

