

APPENDIX 1

SHEFFIELD CITY COUNCIL



Specification:

PARKS TENNIS

Hillsborough Activity Hub (including management of Tennis on other sites)

Parks and Countryside – September 2022

Version: 2_02

Contents

(1)	INTRODUCTION.....	3
(2)	ACTIVITY HUB REQUIREMENTS.....	4
(3)	BUILDING AND EXTERNAL DEVELOPMENT PERFORMANCE STANDARDS	7
(4)	PRICING REQUIREMENTS	8
(5)	PROGRAMMING REQUIREMENTS	9
(6)	BOOKINGS POLICY AND SYSTEM	13
(7)	CUSTOMER SERVICE.....	15
(8)	MARKETING AND PUBLICITY	17
(9)	STAKEHOLDER ENGAGEMENT	19
(10)	MAINTENANCE REQUIREMENTS	20
(11)	STAFFING REQUIREMENTS	23
(12)	HEALTH AND SAFETY	24
(13)	MAJOR INCIDENTS.....	27
(14)	PERFORMANCE REPORTING AND CONTRACT MANAGEMENT	28

1. INTRODUCTION

This Specification document sets out the objectives and operational requirements that the Provider shall meet in the delivery of the Concession during the Contract Period. It details the requirements that the Provider shall meet for the ongoing operation of the Facilities, associated buildings, grounds, and any other leisure amenities as specified within this Specification throughout the Contract Period. Please refer to the Performance Specification **PC06503-CDS-XX-XX-SP-A-00601-V1_03** for details of the requirements for the design and construction of any development.

The structure of this Specification relates to how the Performance Standards will be assessed as part of a quarterly contract monitoring process.

The Specification provides the detail of the Council's requirements in the following areas:

1. Introduction
2. Activity Hub requirements
3. Building and External Development Performance Standards
4. Pricing Requirements
5. Programming Requirements
6. Bookings Policy and Booking Systems
7. Customer Service Requirements
8. Marketing and Promotion
9. Stakeholder Engagement
10. Maintenance Obligations
11. Staffing Requirements
12. Health and Safety
13. Major Incidents
14. Reporting Requirements & Contract Management

The Provider shall comply with all requirements in this Specification. Compliance will be assessed based on response to specific questions and the associated submission. Please refer to **[Method Statements- Parks Tennis)**

(2) ACTIVITY HUB REQUIREMENTS

The provider is expected to develop, build, and manage a multi-activity hub on the existing multi-use games area and tennis courts site within Hillsborough Park – see Appendix 6a with site plan and DWG showing an area of 4730m² within the red line boundary.

The visual in Appendix 6b is an illustrative example of the types of activities a hub could contain and potential layout for this.

Project Scope (refer to Performance Specification for details):

- Make improvements to the tennis facilities
 - tennis court improvements on (a minimum of existing) 3 courts
 - introduction of LED lighting
 - Refer to LTA specification for community use (accommodating use of site by Tramlines)
 - Consider viability of introducing padel tennis in the Activity Hub
- Carry out a full upgrade and resurfacing to the multi-use games area (refer to Performance Specification)
- Surfacing and lining appropriate for football, basketball, tennis, netball and other activities, designed within Lawn Tennis Association, Sport England and Football Foundation guidelines. MUGA (Multi-Use Games Area) line marking to include a range of sports (as per Sport England Guidance). Design and lining proposals will need to be presented following appointment to agree the detail with SCC.
- Create accessible welfare facilities, to be suitable for the number of anticipated daily visitors based on the overall proposal. A minimum provision should include one accessible female and one accessible male toilet.
- Create accessible catering facilities, to be suitable for the number of anticipated daily visitors based on the overall proposal. A minimum provision should include a kiosk and outdoor seating area.
- Create a hub of recreational activities which will cater to a range of audiences, with both a paid for and free to use offer – see programming requirements in (5) for further detail.
- The partner would be expected to work with SCC, Tramlines and other events (as required by SCC) but to minimise the disruption to the Hub Operations. It is likely that this would be a 3 day shut down of the facility over the event weekend and a set up/down period of approximately two weeks. Initial

discussions with Tramlines have indicated that access requirements would require removal of a section of the MUGA fencing. However SCC is invested in minimising the disruption to the Hub so would work with both partners to reach a satisfactory agreement.

- Ensure gate entry points to the multi-use games area and tennis courts are accessible for disability bikes.
- Ensure the activity hub, connects coherently with the 'Pump Track facility' adjacent to the hub to facilitate access by **Cycling for All users, pedestrians and cyclists**.
- **Ensure the activity hub enables the continues to enable the services and operations offered by Cycling for All, which currently provides their main service offer from the existing multi-use games area space. It is understood that the activity hub development will impact on Cycling for All's current operations and this will need to be negotiated and agreed between all parties.**
- Cycle parking to be provided based on the proposed operating model.
- Information/signage proposal to assist use and navigation of the park for members of the public.
- Court access – proposal required for the control and locking of the courts. Minimum requirement for an online booking system with manually operated digital lock.

Operations – proposals to include the following

- Efficient energy and water management measures should be in place and correctly used – appropriate staff training should be provided.
- Waste management processes should be in place with a view to reducing overall amount of waste and maximising recycling opportunities including cardboard, glass, plastics, metals, food and green waste. Proposals should identify location of waste and recycling bins and compound design if relevant. Consideration could be given to composting of food waste, and donation of surplus food.
- Catering equipment should be energy efficient. The use of heat recovery systems could be considered on grills.
- Consumables such as takeaway cutlery, crockery etc should be made of recycled material and be recyclable/compostable.
- Single use plastics should be minimised.

Food and Drink - proposals to include the following

- Meat free, dairy free and gluten free options should be offered at the catering outlet.
- Seasonal and local food supplies should be prioritised to minimise 'food miles'.
- Single use packaging on products should be avoided, and use of customers own reusable cups encouraged.

Communications and Engagement

- Information about any low carbon measures in the design and construction should be provided e.g. signage.
- Information about other operational measures taken should be provided e.g. sourcing of food, how to correctly segregate waste, what kind of plants are on site etc.
- Operator should be encouraged to support local initiatives and campaigns around climate action.

(3) BUILDING AND EXTERNAL DEVELOPMENT PERFORMANCE STANDARDS

The development will be required to comply with all statutory and regulatory requirements, such as:

- Planning Permission
- Building Regulations
- CDM 2015

In addition, it is a requirement to complete a Sheffield City Council, Climate Impact Assessment - Refer to 2.0 of the Performance Specification.

Reporting Requirements

- The Provider will be expected to work collaboratively with Sheffield City Council Officers through the design and delivery stages.
- The Provider will be expected to provide the following as a minimum:
 - RIBA Design Reports – to be presented at each stage (1-4) demonstrating the design development process and ongoing compliance with the Specification
 - Designer Risk Assessments and strategy for ongoing maintenance and servicing of the facility (refer to 1.4.3 of Performance Specification)
 - Planning Conditions Tracker
 - Building Regulations Tracker
 - Pre-construction information
 - Construction Phase Plan
 - Health & Safety File
 - Operations and Maintenance file
- The Provider will be expected to facilitate site access to Sheffield City Council Officers through the construction phase to check compliance from a Clerk of Works and Health and Safety perspective (particularly in relation to delivering a construction project within a public open space) and also from a service delivery perspective to monitor building quality and maintenance standards.

(4) PRICING REQUIREMENTS

- The Provider shall comply with the Council's Pricing Policy Requirements as set out in Appendix 6g to the ITT. Prices are permitted to be revised annually in accordance with RPI base rate.
- All price increases shall be agreed in writing with the Council in advance of any price increases being implemented. The Council retains absolute discretion on all prices.
- The Provider may offer a loyalty/membership scheme as part of their pricing policy, however, pay and play prices must also be offered. The Provider may offer pricing promotions to encourage increased use at all periods of the day.
- The Provider's Pricing Policy shall promote the principles of equality of access and sustainability while meeting the agreed participation targets and performance standards set out in Appendix 6f 'Concessionary Pricing'. Usage and attendance by all sections of the wider and local community shall be encouraged through the Provider's Pricing Policy to support delivery of the Council's strategic outcomes.

Submission & Reporting Requirements

- The Provider shall submit a revised Pricing Policy annually by the anniversary of the service commencement date and each subsequent year following the first Contract Year for the remainder of the Contract term.
- The Provider must honour the provider's discount schemes, Sheffield Saver Plus Card and Sheffield Lifecard Plus reduction schemes at all sites [Discount Leisure Activities \(sheffield.gov.uk\)](https://www.sheffield.gov.uk/leisure-activities)
- Information is detailed in Appendix 6f Concessionary Pricing.
- No charges shall be collected by the Provider in respect of services extending beyond the Contract Period other than those authorised by the Council Representative during the last year of the Contract Period.
- The Provider must ensure that all current fees and charges are displayed prominently on all literature, as appropriate within the facilities and on the Internet.

Reporting Requirements

Following the first Contract Year, the Provider shall detail their Pricing Strategy as part of the Quarterly Performance Monitoring Report on an annual basis by the anniversary of the service commencement date and each subsequent year following the first contract year for the remainder of the contract term.

(5) PROGRAMMING REQUIREMENTS

The Provider must develop a Programme of Use that takes into account the following requirements:

- The need to offer a wide-ranging and diverse programme of activities targeted at encouraging greater levels of community participation across all relevant local social and cultural groups and for those groups where the greatest health gains can be made.
- The need to provide a free tennis offer in partnership with the LTA and a recreational competitive offer at each site, including local tennis leagues.
- Provision of a wide range of recreational opportunities
- An enhanced programme of outreach and engagement for the Activity Hub site at Hillsborough Park
- The provision of a free to use multi-use games facility that adheres to the Sport England design guidance and meets community needs
- A management philosophy that encourages participation by or engagement with all sections of the community
- A regular and planned review of the programme of activities, taking into account User and non-User research, changing Council/LTA priorities, other funder priorities and the LTA's National Promotional marketing campaigns
- Setting and reviewing programme objectives on at least an annual basis
- Having a promotional strategy in place that keeps users informed of the programme and any planned changes
- Making optimum use of all available resources and facilities
- Monitoring usage levels
- Contributing towards the Council's Outcomes.

The Provider shall encourage greater use by groups who have been traditionally under-represented, such as young people, people who are economically disadvantaged, people with disabilities, older people and minority ethnic groups.

The Provider shall develop a pathway to support young people from casual activity into coached and club sessions.

The Provider and the Council 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 Provider must therefore work to identify new opportunities and discuss these with the Council.

The Provider must ensure that free court hire is available at Concord Park at all times and that there is free court hire available time slots at all sites, with an enhanced and proportionate 'free' offer at sites within the areas of highest Indices of Multiple Deprivation (IMD) including; High Hazels, Hollinsend, Ecclesfield and Hillsborough.

Submission & Reporting Requirements

- The Provider shall submit proposed Programmes of Use to the Council by the anniversary of the service commencement date, for the Council's approval and for the Provider to implement in the following Contract Year. An approved Programme of Use may only be changed with the written agreement of the Council.
- The Provider must ensure that the facilities are bookable for 12 months of the year
- The Provider must deliver an enhanced programme of coaching and outreach at the Hub facility at Hillsborough Park
- The Provider shall deliver a Holiday Activity Programme and ensure that for each Holiday Activity Programme provided there will be places available for young people with children with additional needs, disabled young people, in accordance with the Equality Act 2010 requirements, and looked-after children.
- The Provider 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.
- The Provider shall ensure that the Programme of Use is complementary to other sports/leisure facilities that are funded by the Council and/or within close proximity to the facilities.

Reporting Requirements

The Provider shall maintain records of actual use of the Facilities and shall submit details of the outcome of programming reviews, activity usage, and of any failure to provide any of the specified activities or sessions as part of the Quarterly Performance Monitoring Report.

Provide data as required by the LTA to meet any LTA funding requirements or other external stakeholders/funding agencies investing capital or revenue.

A "Programmes of Use Progress Update" must be provided to the Council on a quarterly basis as part of the Quarterly Performance Monitoring Report and shall include the following information:

Court Bookings

- Total number of court hours booked per month for each venue
- Total number of court hours booked as a percentage of the total court hours available for each venue

Unique Participants

- Total number of unique participants per month for each venue
- Total number of unique participants across all venues

Tennis Programme

- Total number of tennis programme bookings per month for each venue
- Total number of unique mini tennis participants per month (up to 10 years) per month for each venue
- Total number of unique junior participants (11-18 year) per month for each venue
- Total number of unique adult participants (18+ years) per month for each venue

Outreach Programme

- Total number of unique participants per month attending sessions at community outreach sessions delivered outside of core venues i.e. schools

Programme Analysis

- Analysis of usage trends for the sites across the parks programme
- Overview of marketing of the programme and delivery of LTA initiatives
- Details of partnership work to develop the programme
- Development of workforce and the coaching team
- Challenges faced delivering the programme

Income and Expenditure

- Breakdown of court income taken from each site per month
- Breakdown of coaching income taken from each site per month
- Breakdown of income generated from other commercial activities linked to the programme
- Breakdown of total income per month

LTA Participation Tracker

In addition, the Provider will be required to provide data to comply with the requirements of the LTA Participation Tracker. This is currently quarterly with the measures outlined above. This may be subject to change and the LTA reserves the right to amend the measures as appropriate.

Sheffield Tennis Network Group

The Provider will be required to attend meetings of the Sheffield Tennis Steering Group and provide updates on the Parks Tennis Programme of Use. The group currently meets twice a year.

(6) BOOKINGS POLICY AND SYSTEM

The Provider shall ensure that there is a clear, high quality and online user-friendly booking system and service for all tennis activities which is accessible to all potential users.

This booking system will incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, User information, effective administration systems, and operational information systems to record and effectively deliver all bookings.

The Council would also welcome the use of a 24/7 automated telephone booking system.

Court access arrangements

The courts (with the exception of Concord Park) must be locked at all times. The booking system should interface with the gate locking systems to allow users access to the courts and prohibit use by non-bookers/payers.

The provider will meet the conditions of any funding criteria applied to ensure funding can be received from the LTA sources for developments at Ecclesfield and Hollinsend Parks.

The provider will need to provide a booking system and related gate locking system.

The booking system must be able to capture the following participation information:

Court Bookings

- Total number of court hours booked per month for each venue
- Total number of court hours booked as a percentage of the total court hours available for each venue

Unique Participants

- Total number of unique participants per month for each venue
- Total number of unique participants across all venues

Tennis Programme

- Total number of tennis programme bookings per month for each venue
- Total number of unique mini tennis participants per month (up to 10 years) per month for each venue
- Total number of unique junior participants (11-18 year) per month for each venue
- Total number of unique adult participants (18+ years) per month for each venue

Outreach Programme

- Total number of unique participants per month attending sessions at community outreach sessions delivered outside of core venues i.e. schools

Programme Analysis

- Analysis of usage trends for the sites across the parks programme
- Overview of marketing of the programme and delivery of LTA initiatives
- Details of partnership work to develop the programme
- Development of workforce and the coaching team
- Challenges faced delivering the programme

Income and Expenditure

- Breakdown of court income taken from each site per month
- Breakdown of coaching income taken from each site per month
- Breakdown of income generated from other commercial activities linked to the programme
- Breakdown of total income per month

Performance Standards

- The Provider shall design, develop and implement a booking system within the one month of the Contract Commencement Date.
- As a minimum the Council requires that bookings can be made by phone between the hours of 9am and 5pm Monday to Sunday. Outside of these times an answer phone service must be available.
- The Provider shall ensure that the telephone booking system is appropriately staffed between the hours of 9am to 5pm Monday to Sunday. The provider may choose to install an automated telephone booking system rather than staffing a telephone line. However, if an automated system is not provided a voicemail message directing people to the internet booking system must be in place from 5pm to 9am.

An online booking system must also be available at all times.

The Provider shall comply with and shall provide details of its compliance with PCI DSS standards for credit and debit card payment handling.

Reporting Requirements

The Provider shall submit details of any unavailability and performance of the required booking system as part of the Quarterly Performance Monitoring Report.

(7) CUSTOMER SERVICE

The Provider shall ensure a high level of customer service so that all Users receive a high quality and memorable experience at the Facilities. The level of customer service shall be reflective of good industry practice and provide a level of customer service that will facilitate achievement of the Council's Outcomes.

The Provider shall support the Council with additional consultation relating to customer service from time to time.

Performance Standards

- The Provider shall provide and publicise a comprehensive customer service charter which meets or exceeds the standards in any/all of the Customer Charter of Sheffield City Council set out in Appendix 6e which provides that users are dealt with promptly, effectively and courteously at all times.
- The Provider shall ensure that all User complaints and comments are dealt with in accordance with the Council's Customer Charter and Complaints Process (Appendix 6e).
- The Provider shall operate and administer a comprehensive and effective User comments and feedback system, to encourage feedback and record verbal and written comments.
- The Provider shall always ensure a smart appearance by all staff, with appropriate uniform and name badges being worn.
- The Provider shall ensure that staffing levels are appropriate to meet the demands of the participation / usage patterns at the facilities to ensure high standards of customer service.
- The Provider shall provide training in customer service as part of its new staff induction and ongoing refresher training.
- The Provider shall keep notice and display boards updated at all times.
- The Provider shall ensure that information regarding the availability of courses, activities and events is available to the public on-line at all times.
- The Provider shall ensure that any out-of-order equipment is clearly labelled accordingly, and information provided as to the estimated timescale for repair and, if relevant, reopening.
- The Provider shall operate an effective system for dealing with lost and found property.

- The Provider shall ensure that a "Retention Strategy" is developed to encourage user loyalty and minimise attrition rates. The Retention Strategy shall offer awards and incentives for loyal or high usage members.
- The Provider 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 to the customer .See Appendix 6j for further details.

Reporting Requirements

The Provider shall carry out a detailed User Satisfaction Survey before the anniversary of the service commencement date and then every year thereafter. The format and content of the survey shall be agreed in advance with the Council and results reported fully to the Council within two weeks of receiving the survey findings together with a proposed improvement action plan for agreement by the Council.

The Provider shall ensure that an annual report detailing the outcomes of User feedback is submitted to the Council by the anniversary of the service commencement date and then each year thereafter.

The Provider shall ensure that a report detailing all complaints and remedial action taken is provided to the Council on a quarterly basis (the "**Customer Complaints and Feedback Summary**"). The Provider 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.

(8) MARKETING AND PUBLICITY

The Provider is responsible for all marketing and promotion of the tennis facilities and shall liaise with the Council's Contract Manager and Communications team before publishing any marketing or promotional material.

The Marketing Plan shall ensure that users and potential users are made aware (through a wide range of promotional channels) of the range of services being offered and are encouraged to use and re-use the services.

The Council reserves the right to make use of appropriate space within the facilities, free of charge, for promotional and publicity material as determined by the Council.

The Provider shall, from time to time, be expected to support sport and leisure activities being run by the Council either through cross-promotion or as a presence at an event.

The Provider may seek sponsorship for events and activities but shall obtain permission in writing from the Council's Representative in advance of any negotiations with the potential sponsors.

Performance Standards

The Provider shall update its Marketing Plan by the anniversary of the service commencement date and then each contract year following the first Contract Year.

The Provider shall ensure that the Marketing Plan covers the following key areas:

- Partnership strategy for working with the LTA and other stakeholders
- A communications strategy
- Branding & publicity
- Event promotion
- Delivery of participation targets and marketing for underrepresented groups
- Media opportunities

- The Provider shall not issue any statements to the media unless agreed and approved in advance by the Council.

- The Provider shall ensure that the Council's name and logo appears on all external signage, all promotional mediums including websites and published material including stationery relating to the Facilities.

- The Provider shall ensure that all marketing material is branded in accordance with the requirements of the Council.

- A Branding Strategy will be developed by the Provider in conjunction with the Council within 6 months of the Contract Commencement date.

- The Provider shall ensure that there is information available online which provides details of the opening hours of the Facilities, services, activities and prices. The Provider shall ensure that this information is up to date, accurate and clearly presented and easy to follow at all times.
- The Provider shall ensure that where appropriate this information is made available to appropriate local clubs and community organisations. The Provider shall co-operate in the distribution of various Council-sponsored promotional material, agreed with the Council's communications team.
- The Provider shall ensure that no publicity material or notices are produced or displayed in handwritten form.
- The Provider 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.
- The Provider shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or cause embarrassment to the Council is used. The Council retains the absolute right to veto any advertising or promotional material, which is likely to breach this condition, and the Provider shall remove such material immediately. The Council accepts no responsibility for any loss incurred as a consequence of the removal of such material.
- The Provider shall ensure that all media work (including all filming) is approved in advance by the Council's media office. The Provider 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).
- The Provider shall market proposed Holiday Activity Programme schemes to users during the previous holiday programme. Consequently, the Provider shall submit to the Council for its approval the proposed scheme one month in advance of marketing.

Reporting Requirements

Any new media opportunities shall be reported as part of the Quarterly Performance Monitoring Report.

(9) STAKEHOLDER ENGAGEMENT

The Provider shall work closely with other park stakeholders to ensure the Activity Hub and wider parks tennis courts work together cohesively for the benefit of the park and its users. See Appendix 6c for further details of Park stakeholders.

Performance Standards

The provider will work with local park user and stakeholder groups as required including Friends of Groups across all sites

The provider shall meet requirements as outlined within the lease for the Activity Hub at Hillsborough Park in relation to the accommodation of partners within the facility, this may include but is not exhaustive;

- the provider will work with Cycling for All, providing free space at agreed times
- the provider will work with Age UK to provide a complementary programme of activity
- the provider will work with Tramlines Musical Festival organisers, ensuring the design fits with the requirements of the music festival
- the provider will work with partners associated with the pump track ensuring the Activity Hub design is coherent with the pump track
- the provider will work with Hillsborough Arena Sports Association
- the provider will work with other park license holders and stakeholders as required

Reporting Requirements

The provider must provide updates via quarterly performance meeting regarding stakeholder engagement

Any failure to comply with the community and stakeholder performance standards must be reported via the Quarterly Performance Monitoring Report.

(10) MAINTENANCE REQUIREMENTS

The Provider is responsible for all maintenance at all sites within this Contract with the exception of the Thorncliffe park site. It is a requirement that the courts are maintained and managed throughout the entire year.

The Provider shall carry out maintenance in such a way as to maintain a well presented and safe environment for all users, allowing for efficient and effective use of the facilities and promoting a positive image of the facilities at all times.

The Provider shall provide a safe, attractive, and stimulating environment for the citizens of Sheffield and beyond and to safeguard and enhance the natural environment at the facilities.

The Provider will be required to unlock and lock site gates for access and egress outside Park opening hours.

See Appendix 6d for a summary of the maintenance requirements and court condition, as of July 2022 .

Performance Standards

- The Provider shall use reasonable endeavours to ensure any maintenance work required on the Facilities is undertaken at times which will have minimal adverse effect on users (except where in the reasonable opinion of the Provider maintenance work on the Facilities is urgently required).
- The Provider shall ensure that the Users are informed as soon as practicable of any necessary work to the courts which in the reasonable opinion of the Provider needs to be carried out during the tennis season.
- The Provider is responsible for emptying the litter bins and must endeavour to keep the Facilities clean and litter-free at all times.
- The Provider shall be responsible for the maintenance and replacement of tennis nets.
- Personnel working on the maintenance of the Facilities shall be competent and suitably qualified.
- The Facilities must be maintained in line with maintenance requirements at all times unless otherwise agreed in advance with the Council. The requirements are as follows:

General

The Provider shall maintain the existing fences and gates in order to maintain the integrity of the perimeter security including all repairs as a result of vandalism / damage by a third party and Provider negligence.

The Provider is responsible for the maintenance, repair and replacement of all tennis nets.

The Provider is responsible for repair maintenance and replacement of gate locking mechanisms

The Provider shall be responsible for replacing stolen fencing and fencing that is vandalised beyond repair.

The Council shall be responsible for lifecycle replacement of the tennis courts in line with LTA requirements,

The Council shall be responsible for removing overhanging branches from all sites.

Weed Control

The Provider shall ensure that weeds are controlled throughout the year, by either cultural methods and/or herbicides. All pesticides must be approved by the Councils Parks Manager before use and a record of all chemical usage provided. Application need to be undertaken by staff trained with appropriate qualifications PA1/PA2 .

Slippery Surfaces

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

Snow and Ice

The Provider shall ensure:

- That when dealing with the removal of snow and ice by distributing de-icing salt over areas to maintain a safe surface that damage to grassed and planted areas shall not be caused;
- That surface water drainage channels, gully gratings and outlets are kept clear to prevent ponding, flooding and subsequent damage to roads on site, paths and planted areas following a thaw.

The Provider shall ensure that any specific hazards caused by inclement weather shall be made safe and reported to the Council's Contract Manager immediately.

Litter and Refuse

The Provider shall ensure that the Facilities are kept free of litter and refuse, and is responsible for emptying litter bins within the boundary of the Activity Hub.

Leaf and Blossom Fall

The Provider shall ensure the clearance and proper disposal of leaves, blossom, tree fruit and seeds from the areas contained within this Agreement.

Animal Fouling Clearance

The Provider shall ensure the removal of animal fouling from the site and shall take all reasonable steps to ensure that Sites remain free from dog excrement.

Reporting Requirements

The Provider shall submit an annual Grounds Maintenance Schedule before the anniversary of the service commencement date and each subsequent contract year following the first Contract Year.

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

(11) STAFFING REQUIREMENTS

The Facilities must have sufficient and suitably qualified staff to provide the Services required by this ER and all relevant Legislation.

The Provider 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.

The Provider 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 Provider 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 Provider shall ensure that this is appraised annually.

Please see Appendix 6h Safeguarding Information Guide for further guidance.

Performance Standards

- The Provider must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement for all staff including any third party club coaches.
- Staff employed or licensed or permitted to deliver coached activities and courses must be qualified to Level 2 as per LTA requirements.
- The Provider shall maintain detailed training records for all members of staff.
- The Provider must provide an update of the staffing structure for approval by the Council by December 31 each Contract Year following the first Contract Year.

Reporting Requirements

The provider must submit an organisational chart showing the staffing structure as part of the tender process. Any changes to the staffing structure following contract commencement must be detailed in the Quarterly Performance Monitoring Report.

Any failure to comply with the staffing performance standards must be reported via the Quarterly Performance Monitoring Report.

(12) HEALTH AND SAFETY

The Provider shall comply with all health and safety Legislation and shall produce, maintain and comply with a "Health and Safety Procedures Manual". This shall be available for inspection by the Council's Contract Manager or other authorised persons at any time.

The Council retains the absolute right to instruct the Provider to close any of the Facilities, immediately, in the interest of public safety.

- The Provider shall comply with all 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 and relevant industry best practice.
- The Provider shall not exceed the maximum occupancy numbers recommended by Sport England for any activity area.
- The Contactor shall carry out annual risk assessments for the facility, which will be included in the Health and Safety Procedures Manual and available for the Council to review upon request. The Provider shall revise them as a minimum:
 - If there is an accident or incident where a change is required to prevent a recurrence;
 - If a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
 - Before and after a new item of equipment is purchased (excluding identical replacement items); or
 - If a change to the building or premises is planned where new / revised arrangements for its safe use will be needed.
- The Provider shall provide safe working procedures for all activities, equipment, cleaning and rigging undertaken by staff.
- The Provider shall ensure that all surface water and other liquid spillage within the facilities causing dangerous floor surfaces is dealt with on identification of the problem and signed appropriately.
- The Provider shall maintain a record of all training undertaken by staff with respect to health and safety training.
- The Provider shall include health and safety training in the new staff induction programme.

- The Provider 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.
- The Provider shall ensure that all exits are cleared of rubbish and debris and checked daily for ease of exit.
- The Provider shall ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. The Provider shall keep full records of all relevant training.
- The Provider shall notify all defects to the Facilities and equipment affecting the health and safety of employees, users and the Provider to the Council's Contract Manager within one Business Day of their occurrence, together with any action taken to repair, withdraw from use or replace the plant or equipment.
- The Provider shall permit access at all times to the Council's Contract Manager, 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.
- The Provider 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.
- The Provider shall ensure that in any case of snow and ice, such snow and ice will be cleared and the immediate entrance and public pathways leading to the facilities are sanded/gritted.
- The Provider 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.

The Provider shall maintain comprehensive records of:

- All accidents and incidents involving staff, members of the public and Providers
- Evacuations and incidents occurring at the facilities
- Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- The Provider shall ensure that any RIDDOR reportable incident is reported to the Council within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided within 24 hours. The Provider shall ensure that these

records include details of any relevant actions taken/to be taken and shall be available to the Council at any time.

- The Provider shall ensure compliance with the conditions of the Fire and Electrical Certificates.
- The Provider shall enforce the Legislation relating to smoking in public places. The following hygiene and safety standards and rules must be maintained and enforced within the facility by the Provider as follows:
 - No person is allowed to enter the facility who:
 - is under the influence of alcohol or drugs
 - is considered to be a risk to themselves or others
 - No inappropriate footwear likely to cause damage to court surfaces is allowed
 - No animals or pets are allowed within the facilities with the exception of guide dogs for the blind.
 - No persons are permitted to partake in activity sports such as motorised vehicle sports within the facilities.

Emergency Contact Details

The provider must ensure that an emergency contact number is clearly displayed on court side at all sites. The emergency contact number must be staffed during all hours of operation in order to deal with any accidents/incidents on site.

Reporting Requirements

The Provider shall report details of any accidents, incidents and evacuations reportable under the RIDDOR regulations to the Council and any other required organisation (i.e. the Health and safety Executive (HSE)) within the time restraints prescribed by the regulations. The Provider shall ensure that records of accidents and actions taken are to be made available for inspection by the Council.

The Provider shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant facility. A copy of this record shall be supplied by the Provider to the Council within 48 hours of receipt.

(13) MAJOR INCIDENTS

The Provider shall ensure the Council is aware of all major incidents. A major incident includes major accidents or incidents such as fatalities, severe injury, assault on users, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, industrial action, closure or any other issue likely to be of interest or concern to the Council and users.

The objectives of this requirement are to:

- Reassure the public
- Ensure the Council is fully briefed on the incident
- Ensure that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
- Minimise the likelihood of a repeat incident
- Enable the Council to respond competently to enquiries.

Performance Standards

- The Provider shall ensure that all major incidents at the Facilities are reported to the Council's Contract Manager by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email or fax within 24 hours of the incident.
- The Provider shall ensure that records of all major incidents accidents and actions taken are made available for inspection by the Council.
- The Provider shall maintain an up to date log of all major incidents and severe injuries as defined by RIDDOR and their response to them.
- In the event of the Council or its insurers wishing to undertake an investigation, then the Provider shall fully comply with any reasonable requests for information of staff attendance at such an inquiry.

Reporting Requirements

The Provider shall ensure that within three days following any emergency, a full account of the actions taken and the implications for future training are provided by the Provider to the Council's Contract Manager.

The Provider shall provide a summary of all accidents and incidents occurring at the Facility as part of the quarterly Major Accidents and Incidents Report. The Provider 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.

(14) PERFORMANCE REPORTING AND CONTRACT MANAGEMENT

The Provider is expected to self-monitor its performance, submitting a variety of performance reports and strategies as specified in this Services Specification.

Performance Standards

- The Provider shall appoint an overall Contract Manager to be its Provider's Representative. The Provider's Representative shall consult with the Council's Contract Manager as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings on a regular basis.
- The Provider shall supply its Contract Manager's contact details to the Council's Contract Manager at the Contract Commencement Date.
- The Provider's Contract Manager shall be contactable during all hours of operation; during out of season periods or during periods of closure the Contract Manager must be available from 9am to 5pm Monday to Friday.
- The Provider shall submit a Quarterly Performance Monitoring Report to the Council five business days in advance of the Contract Review Meetings.
- The Provider's Contract Manager shall attend a quarterly contract review meeting with the Council's nominated Contract Manager and other key stakeholders/friends groups.

Reporting Requirements

The Quarterly Performance Monitoring Report shall include but not limited to the following information:

- A general overview of performance
- Booking System performance
- Details of any special promotions/events etc.
- Media coverage during the quarter and a forward plan of media opportunities
- Progress against the agreed participation targets
- Visitor profile data
- Headline Income Position (including notes to explain key variance)
- Details of customer comments, compliments and complaints
- Details of any accidents or incidents during the quarter
- General update on maintenance, including information on any maintenance undertaken.
- Update on staffing issues, vacancies etc.
- Major Accidents and Incidents Report

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