

CHESHIRE EAST COUNCIL



CONTRACT FOR CONSULTANTS TO PROVIDE A LEISURE MANAGEMENT OPTIONS APPRAISAL

THIS CONTRACT dated the day of 2009 is between:

1. **CHESHIRE EAST BOROUGH COUNCIL** of Westfields
Middlewich Road Sandbach Cheshire CW11 1HZ (**"the Council"**); and
2. **XXX (the "Consultant")**

Background

- A. The Council wishes to enter into a contract for consultancy services with regard to Leisure Management Delivery Options Appraisal based on the terms of this contract and the Specification herein
- B. The Council has agreed to source such a service from a Consultant who has experience of providing such a service which is appropriate to the Council's needs; and
- C. The Consultant has agreed to provide a written quotation for the provision of the service, based on the terms of this contract and its Specification **and further agreed that its quotation will be held for three months from the date it is submitted.**

CONDITIONS OF CONTRACT

In these Conditions, the Specification and any Agreement made between the Council and the Consultant, the following expressions shall apply:

1. Definitions

- | | | |
|-----|----------------------|---|
| 1.1 | ‘Agreement’ | means any formal documents entered into between the Consultant and the Council and includes the documents bound up herewith |
| 1.2 | ‘Client Officer’ | means the Head of Health and Wellbeing Service for the time being of the Council, or any person duly authorised by him in writing, to act on his behalf |
| 1.3 | ‘Contract Documents’ | means the Agreement and any documents duly signed on behalf of or sealed by the Consultant and the Council in pursuance of the terms and conditions contained in the Agreement or documents bound up herewith |
| 1.4 | ‘Contract Sum’ | Is XXXXXXXXXXXXX which will be paid in accordance with clause 7 herein |
| 1.5 | ‘Consultant’ | means the person, persons or Company whose written quotation is accepted by the Council and who is a party to the Agreement |
| 1.6 | ‘Council’ | means Cheshire East Borough Council or any successor Authority |

- 1.7 'Service' means the provision of a Leisure Management Options Appraisal Report in accordance with the Specification as set out in Schedule 1
- 1.8 'Specification' means the specification for the Service as set out in Schedule 1
- 1.9 "Project Materials" means any and all works of authorship and materials developed written or prepared by the Consultant its employees or agents in relation to the Service (whether individually collectively or jointly with the Council and on whatever media) including without limitation any and all reports studies data diagrams charts specifications pre-contractual and contractual documents and all drafts thereof and working papers relating thereto but excluding ordinary correspondence passing between the Consultant and the Council
- 1.10 A reference to any Act of Parliament or any Order, Regulation, Statutory Instrument or the like shall include reference to any amendment or re-enactment of the same
- 1.11 The masculine includes the feminine and in the case of a limited Consultant the indefinite article and the singular includes the plural and vice versa

2 Ownership of Project Materials

- 2.1 The Council shall be entitled to all property copyright and other intellectual property rights in the Project Materials, which property copyright and other intellectual property rights the Consultant hereby, with full title guarantee, assigns to the Council
- 2.2 At the request and expense of the Council the Consultant shall do all such things and sign all documents or instruments reasonably necessary, in the opinion of the Council, to enable the Council to obtain, defend and enforce its rights, in the Project Materials
- 2.3 Upon request by the Council, and in any event upon the expiration or termination of this Agreement, the Consultant shall at its expense promptly deliver to the Council all copies of the Project Materials then in the Consultant's custody control or possession

The provisions of this Clause shall survive the expiration or termination of this Agreement

3 Consultant's Obligation and Undertakings

- 3.1 The Consultant warrants and undertakes to the Council that:
- 3.1.1 The Consultant will have the necessary skill and expertise to provide the Service on the terms set out herein
- 3.1.2 The Consultant will provide independent and unbiased advice to the Council in relation to the Service herein
- 3.1.3 The Project Materials will, so far as they do not comprise material originating from the Council its employees agents or Consultants, be original works of authorship and the use or possession thereof by the Council or the Consultant will not subject the Council or the Consultant to any claim for infringement of any proprietary rights of any third party
- 3.1.4 No announcement or publicity concerning this Agreement or the Service or any matter ancillary thereto shall be made by the Consultant without the prior written consent of the Council such consent not to be unreasonable withheld

3.2 The Consultant will provide the Service to the Council as follows:

- Interim Report to be submitted by 11 September 2009
- Final Report to be submitted by 25 September 2009
- Presentation to sub group meeting in October 2009
- Possibly a further presentation to a Council Committee in November 2009

The provision of the Service by in compliance with sub-clause 3.2 above will be a condition of this Agreement and the Council may, without prejudice to any other right or remedy available to it, terminate the Agreement by notice to the Consultant having immediate effect

4. Indemnities

4.1 The Consultant shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whatsoever arising out of the provision of the Service unless due to any act or neglect of the Council or of any person for whom the Council is responsible.

4.2 The Consultant shall be liable for and indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of the provision of the Service and is due to any negligence, omission or default of the Consultant or any person for whom the Consultant is responsible.

4.3 The Consultant shall be liable for and fully indemnify the Council against all claims, demands, actions, costs, proceedings or liabilities whatsoever suffered and legal fees and costs incurred by the Council resulting from a breach of this agreement by the Consultant including:

4.3.1 Any act neglect or default of the Consultant's employees or agents.

4.3.2 Breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

4.3 The Professional Indemnity insurance cover to which clause 4.1, 4.2 and 4.3 shall apply, for any one occurrence or series of occurrences arising out of one event shall be not less than £1,000,000.00.

4.4 The Consultant shall produce evidence as the Council may reasonably require that the insurances referred to in clauses 3.1, 3.2 and 3.3 hereof have been taken out and are in force at all material times.

5. Confidentiality

5.1 The Consultant agrees to take reasonable steps to keep confidential information relating to the Council which comes into the Consultant's possession and continue to maintain such confidentiality notwithstanding the termination of this Agreement save such information that falls within the public domain

6. Data Protection

- 6.1 The Consultant shall comply with the following requirements relating to the Data Protection Act 1998 ("the Act")
- 6.9.1 Personal information as defined in the Data Protection Act 1998 ("the Act") supplied by and /or processed on behalf of the Council (electronic or manual) is owned by the Council. The Council is the Data Controller under the terms of the Act.
 - 6.9.2 The Consultant is the Data Processor under the terms of the Act.
 - 6.9.3 The Consultant shall maintain appropriate confidentiality and security arrangements in respect of personal information supplied by and /or processed on behalf of the council and must comply fully with the principles of the Act when processing that personal information.
 - 6.9.4 The Consultant shall provide to the Council upon request evidence to the Council's reasonable satisfaction that it can comply with this obligation which for the avoidance of doubt is a fundamental condition of this Contract.
 - 6.9.5 The Council will monitor compliance by the Consultant as necessary and appropriate and reserves the right to terminate the contract for serious breaches that evidence an inability or unwillingness by the Consultant to comply with data protection legislation.
 - 6.9.6 In the event of termination / early termination of the contract all personal information supplied by and /or processed on behalf of the Council which is in the possession of the Consultant will be returned to the Council.
 - 6.9.7 The Consultant shall refer any subject access requests to personal information supplied by and /or processed on behalf of the Council to the Council's Borough Solicitor as soon as practicable after receipt of such a request and if in doubt as to whether such a request constitutes a subject access request under the Act shall liaise with the Council's Borough Solicitor and shall follow any reasonable instructions that the Borough Solicitor shall give to the Consultant.
 - 6.9.8 The Consultant will ensure that any of their employees or agents involved in processing personal information receive appropriate data protection training and understand their responsibilities under the Act in respect of personal information supplied by and /or processed on behalf of the Council.

7. Council's Obligation

The Council shall pay the Contract Sum to the Consultant (following receipt of detailed and undisputed invoices) in three instalments as follows:-

- 40% on delivery of the Interim Report as set out in the Specification
- 40% on delivery of the Final Report as set out in the Specification
- 20% on presentation of the Final Report to the Council's Health and Wellbeing sub group

8. Termination

- 8.1 The Consultant shall notify the Council in writing immediately upon the occurrence of any of the following events:
- 8.1.1 Where the Consultant is an individual and if a petition is presented for the Consultant's bankruptcy or a criminal bankruptcy order is made against the Consultant, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - 8.1.2 Where the Consultant is not an individual but is a firm or a number of persons acting together in any capacity, if any event in 8.1.1 or 8.1.2 of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Consultant to be wound up as an unregistered company; or
 - 8.1.3 Where the Consultant is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- 8.2 If the Consultant shall have committed a material breach of this Agreement and (if such breach is capable of remedy) shall have failed to remedy such breach within thirty days of being required by the Council in writing to do so or, where the Consultant is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983, the Council shall be entitled to terminate this Contract by notice to the Consultant with immediate effect. Thereupon, without prejudice to any other of its rights, the Council may complete the Services or have them completed by a third party and the Council shall not be liable to make any further payment to the Consultant until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Consultant the costs thereof incurred by the Council (including the Council's own costs). If the total cost to the Council exceeds the amount (if any) due to the Consultant, the difference shall be recoverable by the Council from the Consultant.
- 8.3 In addition to its rights of termination under paragraph 8.2 the Council shall be entitled to terminate this Contract by giving to the Consultant not less than thirty days notice to that effect.
- 8.4 Termination under paragraphs 8.2 and 8.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Council. The Council shall be entitled to immediately terminate this Agreement by notice in writing to the Consultant if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Consultant because either the Consultant has acted unlawfully or fraudulently or because (owing to the Consultant's conduct) there has been a serious breakdown of mutual trust and confidence between the Council and the Consultant.
- 8.5 If, on termination, the Consultant owes the Council money under this Contract, then the Council may set off any such sum against any money it subsequently owes to the Consultant under this Contract.

9 Assignment

- 9.1 Neither the Council nor the Consultant shall without the written consent of the other assign this Agreement
- 10 Sub-Contracting**
- 10.1 The Consultant shall not sub-contract the provision of the Service or any part thereof without the prior written consent of the Client Officer
- 11 Statutory Obligations**
- 11.1 The Consultant shall comply with any statute, any statutory instrument, rule or order or any regulation or byelaw applicable to the Service
- 12 Value Added Tax**
- 12.1 The charges due to the Consultant under this Agreement shall be exclusive of any value added tax and the Council shall pay to the Bank any value added tax properly chargeable by the Commissioners of Customs and Excise on the provision to the Council of the Service by the Consultant under this Agreement
- 13 Prevention of Corruption**
- 13.1 The Council shall be entitled to cancel this Agreement and to recover from the Consultant the amount of any loss resulting from such cancellation, if the Consultant shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Consultant) or if in relation to any agreement with the Council the Consultant shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof
- 14 Notices**
- 14.1 Any notice to be given under the terms of this Agreement shall be in writing and given by actual delivery or by registered post or by recorded delivery and if sent by registered post or by recorded delivery the Notice shall subject to proof to the contrary be deemed to have been received 48 hours after the date of posting
- 15 Arbitration**
- 15.1 All disputes or differences which shall at any time arise between the parties whether during the period that this Agreement operates or afterwards touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the parties hereunder or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single Arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force
- 16 Waiver**

- 16.1 The failure of either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

17 Variation

- 17.1 Any variation of the terms and conditions of this Agreement shall not be effective unless in writing and signed by both parties

18 Force Majeure

- 18.1 In the event that the Consultant is unable to carry out the services for whatever reason (save for reasons of Force Majeure) then any advance payments paid to the Consultant shall be refunded in full to the Council.
- 18.2 If either Party fails to carry out its respective obligations under this Contract as a result of Force Majeure then whichever Party is affected shall not be liable under this Contract for any such failure.
- 18.3 This is subject to the proviso that whichever Party is affected shall have given the other notice that such failure is the result of force Majeure within three [3] Working Days of such failure occurring. If notice is not given in accordance with this Clause 18 then the failure may be regarded as simply Non Performance.
- 18.4 If an event of Force Majeure occurs then the Council shall meet with the Consultant to discuss how best the Consultant can continue to provide the Service until the Force Majeure event ceases, which may include the Council providing the Consultant with assistance where appropriate.
- In this Clause 18, Force Majeure means:
- i) An act of war; or
 - ii) An act of God; or
 - iii) A decree of Government; or
 - iv) Riots; or
 - v) Civil commotion; or
 - vi) Any event or circumstance which is both beyond the control of whichever Party is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.
- 18.5 For the avoidance of doubt Force Majeure shall not include any pre notified labour dispute between the Consultant and its staff, any other staffing problem, or the failure to provide the Service by any of its sub-Consultants.
- 18.6 In the event that a Party is prevented from carrying out its obligations by an act of Force Majeure which continues for a period of thirty [30] days, the other Party may terminate the Contract by notice in writing giving seven [7] days notice.

19 Contracts (Rights of Third Parties) Act 1999

- 19.1 Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it

20 Health and Safety

- 20.1 The Consultant shall at all time take all such precautions as are necessary to protect the health and safety of all persons employed by it and all users of the Service and shall comply with requirements of the Health and Safety at Work Act. 1974, (and any amendments or re-enactments thereof) and of any other Acts, Regulations or Orders pertaining to the health and safety of employed persons or others.
- 20.2 For as long as this Contract is in force the Consultant must have in place a health and safety policy which complies with all statutory requirements.
- 20.3 Failure by the Consultant to comply with its obligations under this Clause 20 may be regarded as a fundamental breach of this Contract

21 Entire Contract

- 21.1 This Contract sets out all the terms and conditions which the Council and the Consultant have agreed regarding the provision of the Service. This means that it supersedes any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Contract; provided that nothing in this Clause 21 shall exclude any liability for, or remedy in respect of, fraudulent or negligent misrepresentation.
- 21.2 The Consultant has satisfied itself in relation to any matters or information upon which it is relying upon in deciding to enter into this Contract.
- 21.3 This Contract is the sole Contract for the Service between the Council and the Consultant.

22 Law and Jurisdiction

- 22.1 This Agreement shall be governed by and construed in accordance with the Laws of England and the parties will submit to the exclusive jurisdiction of the courts of England and Wales

23 Freedom of Information

- 23.1 In entering into the Contract/Agreement to provide services for the Council, which is defined as a public body under the Freedom of Information Act 2000 (which phrase also includes the Environmental Information Regulations and Guidance) (the "FOI Act") the Consultant acknowledges the FOI Act.
- 23.2 The Consultant agrees to use all reasonable endeavours to assist the Council to comply with its obligations imposed under the FOI Act including (without limitation):
- where necessary to provide the Council with reasonable assistance in complying

with any Request for Information served on the Council; and

- to process Information provided to the Consultant by the Council, in accordance with a records management system which complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the FOI Act.
- 23.3 Where the Council receives a Request for Information from a third party which relates to this Contract/Agreement, the Council shall notify the Consultant promptly in writing of such Request. The Consultant shall respond with its representations to the Council within 5 working days of receipt of the Council's notification. Provided that the Consultant's representations are provided within this timescale the Council will take them into account in considering the Request for Information. However, the Council must deal with the Request for Information in accordance with the FOI Act (and supporting guidance) and therefore the Consultant's representations will not be binding upon it.
- 23.4 The Consultant will notify the Council of its nominated representative (from time to time) to deal with FOI Act related issues. The Council's nominated representative is the Council's Freedom of Information Officer.
- 23.5 To the extent that the FOI Act applies to the Consultant (under section 5 of the Act or otherwise), the Consultant shall:
- 23.6 comply with the FOI Act (including (without limitation) the Lord Chancellor's codes of practice issued under sections 45 and 46 of the FOI Act); and
- 23.7 where the Consultant receives a request for information from a third party which relates to the Council and/or this Contract/Agreement:
- inform the Council about the request for information and the nature of the Information being sought as soon as reasonably possible;
 - consider and apply all lawful exemptions provided under the FOI Act to withhold information sought in terms of the request for information;
 - consult with the Council prior to the disclosure of any such Information; and
 - keep the Council informed about the Consultant's progress in dealing with any Request for Information and where requested by the Council, provide the Council with copies of any correspondence and documents relating to the Request for Information.
- 23.8 Where the FOI Act does not apply to the Consultant (under section 5 of the FOI Act or otherwise) and the Consultant receives a Request for Information from a third party which relates to the Council and/or this Contract/Agreement, the Consultant shall:
- promptly inform the Council about the receipt of the Request for Information; and
 - not disclose or release Information in response to the Request for Information without first consulting with and obtaining the consent of the Council.
- 23.9 Information and Requests for Information shall have the same meanings given to these terms in the FOI Act.
- 23.10 Nothing in this clause shall prevent either Party from using, in the course of its normal business, any techniques, ideas or know-how gained during the performance of this

Contract/Agreement, to the extent that this does not result in a disclosure of contract-specific information.

The Consultant shall not use any Information for the direct solicitation of business from the Council or any other public body.

Signed by an authorised signatory on and
behalf of the **COUNCIL**

Authorised signatory:

Print Name:

Title:

Date:

Signed by an authorised signatory on and
behalf of the **CONSULTANT**

Authorised signatory:

Print Name:

Title:

Date:

SCHEDULE 1

Specification

INTRODUCTION

Cheshire East Council provides Leisure facility services through a combination of wholly occupied and dual use centres as part of a wider ranging leisure service that includes a theatre, civic halls and community centres, libraries, parks and sports, play, arts and health development. It operates 16 main leisure facilities including 9 swimming pools across the geographical area (see Appendix B). There are 9 dual use centres provided in partnership with local high schools located at Sandbach, Middlewich, Alsager, Holmes Chapel, Knutsford, Poynton and three others located in and around Crewe. Four of these joint use facilities also share use of a community swimming pool.

Generally, the main leisure facilities were provided by the then Cheshire County Council and relevant District Councils in the mid to late 1970s. Although in most cases they are in a reasonable condition, the facilities need significant investment mainly in plant and equipment. Most facilities also need some general modernising in order to meet the increasing expectations of the communities they serve. There are a number of residual plans from the previous Authorities of varying complexity. Some of these cover facility rationalisation and improvement which will require evaluation as part of this appraisal.

The Council employs approximately 92 full time staff leisure facilities staff with a further 61 full time equivalent (f.t.e) part time staff. Of the 16 main facilities, currently 9 are registered and accredited with “Quest”, the national quality leisure service initiative programme endorsed by Sport England and the Local Government Association.

The Leisure Facilities Division lies in the Health and Wellbeing Service which covers a wide range of Health Improvement, Cultural, Sporting, Recreational and Leisure activities, the combination of which, encompass most of the DCMS portfolio making it a large and significant Service which touches a wide range and large number of Cheshire East residents and visitors. Cheshire East is a new Unitary Authority offering a new mix of opportunities. It has been created from the abolition of the former Cheshire County Council and the District Councils of Congleton, Crewe and Nantwich and Macclesfield.

A critical part of the work will be to capture and critically evaluate recent appraisals of each of the previous Authorities, together with the current thinking and preferred route the new adjacent Cheshire West and Chester Authority and of Warrington Borough Council may take. Also running in parallel is the Facility Improvement Service (FIS) sponsored by Sport England. Immediately prior to making any final recommendation, due regard must be paid to the position of these other Authorities and the appraisal must also incorporate any findings or conclusions of the FIS.

CURRENT POSITION

Cheshire East Borough Council is currently considering its strategy for the provision of leisure facilities in the Borough. A sub group led by the Executive portfolio holder is working to identify the most suitable management option for the existing facilities. The new Authority will want to ensure that the preferred management arrangement is the best one in order to take forward the envisaged facility development and improvement agenda. Provision within the Borough

needs future improvement, rationalisation and development. The options appraisal must therefore consider from best practice and examples elsewhere which of the range of delivery options will best be able to contribute towards this.

A number of other parallel reviews are also being conducted, the most relevant of which are:

1 The review of events will include all events across the borough to which the council makes a contribution, from those the council funds organises and manages to those where a grant is given to those where support is in kind. The aim of the review is to rationalise the number and type of events supported across the new borough and to ensure there is equity of provision.

2 The review of the Lyceum Theatre will consider all aspects of the operation from management arrangements to programming and funding. The review will identify options for the future management and funding of the service. This is not a facility within the direct scope of the options appraisal but a similar fundamental review of its future delivery is underway.

3 Running parallel to this options appraisal is the Sport England sponsored Facility Improvement Service (FIS). Agreement has been reached with Sport England to synchronise any findings and conclusions which arrive out of their work in late August and September with the work of this consultancy work. This has been done to ensure that the Options Appraisal has the all the Strategic Issues linked into the appraisal of the delivery models.

Appendix B details the Work Programme of the People Directorate, its Vision, Priorities and the required Outcomes.

PROPOSAL

Cheshire East Borough Council is seeking submissions of proposals from suitably qualified and experienced independent consultants who wish to be considered to undertake an appraisal of the options for managing the service delivery through the Council's Sports and Leisure facilities. The Council is committed to meeting its objective of continued improvement through the delivery of high quality services and wishes to determine the most suitable option available to achieve this objective.

The outcome from the appraisal is expected to provide a detailed management options appraisal. It will identify and evaluate all suitable management options having examined sufficiently each of the Leisure facilities. The suitable management options will include:

- A New Leisure Trust or Limited Company
- Transferral to an existing Leisure Trust or Limited Company
- Community Interest Company
- Transferral to the Private sector
- Retaining the Service In House

It will provide an in depth analysis of the financial and operational implications of each option as they specifically apply to Cheshire East Council.

The report will include advice on associated legal and practical issues including but not exclusively:

- Local authority powers
- Land Disposal Issues
- Tax/VAT issues
- NNDR issues
- Staff and pensions issues
- Implementation issues
- Governance issues

The report will conclude with a definitive recommendation, clearly identifying the option most appropriate for Cheshire East Council's Leisure service delivery and should robustly substantiate the recommendation. It should include an outline implementation strategy and programme for the recommended proposal, including time scales and associated costs. The appointed consultant will be required to present their report to Council Members at an agreed date. Whilst it is appreciated that the new Council is still in formation, consultants should not, as a result use this to pose more questions than answers. Definitive conclusions and recommendations are required.

The Council is open to all ideas and there may be other avenues that the consultant considers relevant and wishes to illustrate as a part of this appraisal.

In order to achieve this, the consultant will need to interview and engage with a range of Cheshire East Officers and require them and others to provide information in the form of reports, email, and other documentation. Access to Officers and the provision of information will in all circumstances be provided as freely as possible.

The consultant will need to ensure that the work properly incorporates the findings, outcomes and conclusions from the parallel work of the Facility Improvement Service provided by Sport England through Genesis Consulting. Agreement has been reached to provide this from Genesis consulting in and around the end of August and September. The consultant must demonstrate a clear understanding of the aims, terms and scope of this parallel work and explicitly undertake in any submission to work co-operatively and in a timely fashion with Genesis consultants. This will form a part of the evaluation.

THE SERVICE

Consultants should:

- Outline their approach and methodology to the work
- Outline the programme of works
- Identify who will be carrying out the work, their roles and experience, with an estimate of the time required for each task and who would be responsible for managing the interface.
- Provide evidence of independence - Appendix A

- Provide evidence of experience – Appendix A
- Provide a clear, easily navigable and understandable tender document – Appendix A

THE REPORT TIMETABLE

Bids to be submitted by 19 June 2009

- Submissions will be assessed in terms of quality and cost, and the preferred bidder will be selected and appointed by 26 June 2009
- Interim Report to be submitted by 11 September 2009
- Final Report to be submitted by 25 September 2009
- Presentation to sub group meeting in October 2009
- Possibly a further presentation to a Council Committee in November 2009

CONTACT DETAILS

All contact in the first instance about this contract and submission of tender documents is to:

Rob Hyde
Service Development Manager
Health and Wellbeing Service
Room 275
County Hall
Chester
CH1 1SF

Tel: 01244 972621
Mob: 07787960290
Email: rob.hyde@cheshireeast.gov.uk

Appendix A

APPOINTMENT CRITERIA

Essential Criteria

Criteria	Requirement	Weighting
Independence	Consultancy must provide evidence that they are entirely independent of any operational organisation or provide assurance that related operators will be excluded from further involvement in any operator contract resulting from the report	Absolute compliance
Programme	Consultancy must be capable of achieving the programmed timescales	Absolute compliance

Evaluation Criteria

Experience	Suitably experienced company able to demonstrate successful implementation and outcomes from previous work as well as at least two recent references, (whom we may approach) from bodies ideally including at least one local authority.	Marked out of 70
Flexibility	Running parallel to this options appraisal is the work of the FIS. Demonstrable understanding of the FIS and commitment to work cooperatively and incorporate as detailed in the narrative	Marked out of 10
Cost	Total of all fees to be detailed	Marked out of 30
Quality and Clarity	Readily understandable and comparable tender	Marked out of 10

Maximum Total 120

Appendix B

(The main leisure facilities are;

- Alsager Leisure Centre - Joint use facility shared with the local High School providing a 25m swimming pool, sportshall, squash courts, fitness suite, sauna, full size artificial floodlit pitch and other social and meeting rooms. The Centre is Quest accredited
- Barony Sports Complex (Nantwich) - supporting outside football pitches the site also provides a floodlit 3G Astroturf pitch, floodlit tarmac 5-a-side area, floodlit tennis courts, floodlit bowling green, floodlit skatepark and an indoor fitness suite.
- Congleton Leisure Centre – 25m swimming pool plus learner pool , sportshall, fitness suite and dance studio The Centre is Quest accredited.
- Coppenhall Leisure Centre – Joint use facility shared with a local high school providing a sports hall, drama/dance studio, floodlit artificial pitch, grass football pitches and other social and meeting areas. The Centre is Quest accredited
- Crewe Swimming Pool – 25m swimming pool plus learner pool, fitness suite, sauna, cyber café. The Centre is Quest accredited
- Holmes Chapel Leisure Centre – sports hall, drama/dance studio, floodlit tennis courts, fitness suite, meetings rooms. The Centre is Quest accredited.
- Knutsford Leisure Centre – Joint use facility shared with the local High School providing 25m swimming pool, sports hall, squash court, fitness suite, full size floodlit artificial pitch, 4 tennis courts, drama/dance studio.
- Macclesfield Leisure Centre – 25m swimming pool and learner pool, sports hall, fitness suite and aerobics studio, floodlit athletics track and infield football pitch, climbing wall, meeting rooms, bars and catering. The Centre is Quest accredited.
- Malkins Bank Golf Course - 18 hole course and 19th hole catering and refreshment facilities
- Middlewich Leisure Centre – sports hall, full sized floodlit artificial pitch, tennis courts, fitness suite, meeting rooms and social areas.
- Nantwich Swimming Pool – 25m indoor swimming pool and learner pool 30m outdoor brine swimming pool, fitness suite. The Centre is Quest accredited.
- Poynton Leisure Centre – Joint use facility shared with the local High School providing 20m swimming pool, sports hall, 2 squash courts, fitness suite, dance, drama and aerobics studios, tennis courts, multi use games area.
- Sandbach Leisure Centre – Joint use facility shared with the local High School providing 25m swimming pool, sports hall, fitness suite, drama studio, squash courts, social areas and meeting rooms.
- Shavington Leisure Centre – sports hall, full sized floodlit artificial pitch, 4 tennis courts, floodlit 5-a-side area, fitness centre including interactive centre for young people, the elderly and people with a disability, meeting rooms. The Centre is Quest accredited.

- Victoria Community Centre – sports hall, full sized floodlit 3G artificial pitch, floodlit athletics track with high grade floodlit football pitch on the infield, drama and dance studios, activities hall, fitness suite, specialist family centre including OFSTED registered pre-school playgroup, bars and catering. The Centre is Quest accredited.
- Wilmslow Leisure Centre – 25m swimming pool, sports hall/performing space, fitness suite, aerobics and dance studios, meeting rooms and social areas, bar and catering.

Leaflets and further information may be obtained from the Council's Website or from Mr Keith Pickton Leisure Facilities Manager (keith.pickton@cheshireeast.gov.uk) Tel 01270 537795

All sites are run on a commercial basis and are subsidised by the Council through the funding of the operational deficit. This deficit is increasing and action needs to be taken to reverse the trend and reduce the Council's financial obligation whilst retaining its operational commitment. Sound management information is held for all sites and the latest accounts are set out in Appendix D.

Appendix C

THE WORK PROGRAMME OF THE PEOPLE DIRECTORATE

The Council's Vision

The vision of Cheshire East Council is to: **Work together to improve community life**

The Council's Priorities

To achieve that Vision, the Council has set the following priorities which are particularly relevant to its People Directorate:

To enable all children and young people to fulfill their potential by:-

- Promoting their safety, care and stability.
- Improving their educational attainment.

To improve the wellbeing, health and care of people by:-

- Encouraging healthier lifestyles
- Increasing for older and disabled people their choices and their control over the resources made available to them.

The Purpose of the People Directorate

In the context of the Council's Vision and Priorities, the People Directorate's Purpose is to:-
Improve the wellbeing, health and care of all Cheshire East's people

The Outcomes Wanted

The outcomes which the People Directorate wants to achieve for people are that they should:-

• Live Healthy Lives.	• Be Helped to Stay Safe.	• Learn, Develop and Achieve.
• Maintain Personal Dignity and Respect.	• Experience Freedom from Discrimination.	• Make a Positive Contribution.
• Have Increased Choice and Control.		

The Objectives of the People Directorate

In order to achieve those Outcomes, the People Directorate will be pursuing a number of overarching Objectives. Those Objectives are:-

• To Improve Performance.	• To realise the People Concept.	• To Transform Services.
• To become more Local.	• To join more and better with Health.	• To work Corporately.

The Challenges facing the People Directorate

In pursuing those Objectives the People Directorate faces a range of challenges:-

• Inherited Service Problems.	• Non-negotiable Government Initiatives.	• Our Ageing Population.
• Access.	• Systems.	• Financial Constraints.
• Prevention.	• Expectations.	• Inequalities.
• Workforce.	• Transition.	

Appendix D

Financial Statement of each facility

Business Unit/Division	Total East Budget 2008-09	Employees	Premises	Transport	Supplies & Services	Transfer Payments /Third Party Payments	Sub-total of Non Pay items	Income	Capital Charges	Total	Business Rates Payable
Leisure Centres	1,162,120	584,000	540,000	1,000	126,000	5,000	672,000	-888,000	794,120	1,162,120	139,860
Leisure Centres	701,555	439,000	259,000	0	93,000	61,000	413,000	-665,000	514,555	701,555	71,550
Leisure Centres	51,000	301,000	110,000	3,000	46,000	33,000	192,000	-442,000	0	51,000	28,630
Leisure Centres	33,000	314,000	91,000	1,000	46,000	5,000	143,000	-424,000	0	33,000	30,470
Crewe Pool	545,770	431,580	177,370	870	48,080	0	226,320	-252,760	140,630	545,770	25,640
Crewe Pool - Fitness Suite	2,440	47,060	0	0	21,080	0	21,080	-65,700	0	2,440	
Nantwich Pool	518,160	490,760	224,400	890	51,130	0	276,420	-382,720	133,700	518,160	33,260
Nantwich Pool - Fitness Suite	-65,360	51,710	330	0	22,510	0	22,840	-139,910	0	-65,360	
Barony Park Sports Complex	69,850	52,620	34,690	100	4,870	0	39,660	-26,570	4,140	69,850	7,110
Barony Park Fitness Suite	4,910	46,380	0	0	8,310	0	8,310	-49,780	0	4,910	
Shavington LC	45,190	215,790	6,890	620	26,620	0	34,130	-205,940	1,210	45,190	
Shavington Fitness Suite	-17,930	36,780	0	0	22,920	0	22,920	-77,630	0	-17,930	
Shavington LC - CCC	56,300	0	124,000	0	0	0	124,000	-67,700	0	56,300	25,590
Coppenhall LC	149,420	169,560	126,960	360	25,850	0	153,170	-174,120	810	149,420	24,660
Alsager Leisure Centre	318,802	261,130	8,670	210	31,130	169,090	209,100	-193,190	41,762	318,802	50,820
Alsager Leisure Centre - Bar	-11,440	9,170	400	0	19,810	0	20,210	-40,820	0	-11,440	
Alsager Leisure Centre	-72,600	34,090	0	0	5,580	0	5,580	-112,270	0	-72,600	
Alsager Leisure Centre	-870	1,170	0	0	1,830	0	1,830	-3,870	0	-870	
Alsager Leisure Centre	-17,090	0	2,110	0	0	22,830	24,940	-42,030	0	-17,090	
Alsager Leisure Centre	-72,400	41,400	0	160	4,560	0	4,720	-118,520	0	-72,400	
Congleton Leisure Centre	533,729	356,570	254,000	100	47,120	0	301,220	-232,340	108,279	533,729	49,665
Congleton Leisure Centre	1,010	17,390	510	0	17,040	0	17,550	-33,930	0	1,010	
Congleton Leisure Centre	-65,310	31,410	450	0	6,330	0	6,780	-103,500	0	-65,310	
Congleton Leisure Centre	-1,650	3,780	0	0	1,240	0	1,240	-6,670	0	-1,650	

Congleton Leisure Centre	15,150	21,040	0	0	110	0	110	-6,000	0	15,150	
Congleton Leisure Centre	-83,360	64,140	890	0	6,400	0	7,290	-154,790	0	-83,360	
Sandbach Leisure Centre	200,668	248,380	6,020	100	33,770	111,240	151,130	-210,690	11,848	200,668	42,275
Sandbach Leisure Centre	-3,740	0	0	0	140	0	140	-3,880	0	-3,740	
Sandbach Leisure Centre	-89,750	48,840	450	0	5,400	0	5,850	-144,440	0	-89,750	
Sandbach Leisure Centre	-20,250	0	2,000	0	0	0	2,000	-22,250	0	-20,250	
Holmes Chapel Leisure Centre	112,170	114,620	4,780	310	15,220	54,780	75,090	-79,710	2,170	112,170	12,130
Holmes Chapel Leisure Centre	370	2,080	0	0	4,060	0	4,060	-5,770	0	370	
Holmes Chapel Leisure Centre	-8,010	7,310	0	0	1,300	0	1,300	-16,620	0	-8,010	
Holmes Chapel Leisure Centre	-10,110	0	0	0	3,540	0	3,540	-13,650	0	-10,110	
Middlewich Leisure Centre	143,965	114,650	50,600	110	13,250	0	63,960	-37,180	2,535	143,965	30,425
Middlewich Leisure Centre	-9,200	1,760	150	0	250	0	400	-11,360	0	-9,200	
Middlewich Leisure Centre	-18,350	0	15,550	0	0	0	15,550	-33,900	0	-18,350	
Middlewich Leisure Centre	1,440	10,520	0	0	3,190	0	3,190	-12,270	0	1,440	
Malkins Bank Golf Course	-187,255	85,160	29,770	1,600	22,410	0	53,780	-367,060	40,865	-187,255	0
Malkins Bank Golf Course - Club House	44,480	69,000	17,760	12,360	59,460	0	89,580	-114,100	0	44,480	
Malkins Bank - Maintenance	129,700	106,380	4,300	5,250	13,770	0	23,320	0	0	129,700	
	4,086,524	4,830,230	2,093,050	28,040	859,280	461,940	3,442,310	-5,982,640	1,796,624	4,086,524	572,085