

Cheshire East Borough Council

Schedule 1

Services Specification

1. INTRODUCTION

1.1 Overview

This Services Specification sets out the outcomes that the Contractor shall deliver in the provision of the Services during the Contract Period as set out in section 1.5 below.

1.2 Reporting

The Contractor is obliged to report on its own performance in accordance with this Agreement.

PART 1A – GENERAL

1.3 Specified Facilities

The Contractor shall allow full and appropriate community access to and participation in the Facilities and activities therein. In doing so the Contractor shall comply with all Legislation.

1.4 Leisure and Play Development Services

The Contractor will be responsible on a non-exclusive basis for the delivery of a leisure, sport and play, development service to enable, develop and encourage active participation opportunities across all sectors and communities of Cheshire East with a view to improving the health outcomes of the residents of Cheshire East and other Users.

1.5 Authority's Outcomes

The Authority wishes to see the Contractor working towards and adhering to key national, regional and local strategic policy. The Authority requires to be able to demonstrate that investment in and action by the Contractor is making a difference to peoples' lives and; to be able to demonstrate the impact the delivery of the leisure service is having on local individuals and communities within Cheshire East. In particular the Authority wishes to see the contribution that can be achieved through delivery of its "Lifestyle" policy both through existing and future facility developments. The Authority requires the Contractor to work in partnership to demonstrate the

outcomes being achieved through the delivery of the Services.

The Contractor must support and work in partnership with the likes of Sport England, County Sport Partnerships, health organisations, sport and physical activity groups, the voluntary community and faith sectors, relevant town and parish councils and local high schools (particularly those where Joint Use Agreements apply).

The Contractor must also work to support the Authority to deliver improvements in areas of public concern, for example, healthier communities, reducing obesity and narrowing health inequalities, increasing levels of sport and physical activity, promoting community cohesion, equality of access, activities as a diversion from anti-social behaviour, raising educational standards, reducing crime and the fear of crime, sustainability and tackling climate change.

1.6 Quality Management Accreditation and Inclusive Fitness Initiative (IFI) Mark

The Contractor shall maintain Quest quality management certification (or an equivalent industry standard accreditation to be agreed with the Authority) for each of the Facilities (excluding Barony) and the Leisure Development and Play Service throughout the Contract Period.

In addition to maintaining Quest accreditation for each of the Facilities (excluding Barony) and services included within the Services throughout the Contract Period, the Contractor shall aim to achieve scores in the top 25% of all facilities and services assessed nationally.

The Contractor shall strive to achieve and maintain the Inclusive Fitness Mark (Level 2 – ‘Registered’ as a minimum), the quality mark accreditation scheme for fitness facilities based upon the principles of the Inclusive Fitness Initiative, throughout the Contract Period. The target date for the Contractor achieving the quality mark for the first Facility is to be no later than one year following the Commencement Date.

The Contractor shall seek to achieve and maintain the Level 2 (‘Registered’) IFI Mark for each of the Facilities throughout the Contract Period.

1.7 Participation Targets

The Contractor shall improve participation and attendance rates and user satisfaction generally. They shall identify trends of improved participation and user satisfaction for specified groups and Facilities, in line with current approved Council performance indicator reporting requirements. The overall aim will be to make “more people, more active, more often”.

The Contractor shall therefore ensure that the participation of certain groups is increased, including:

- 1% annual rise in adult participation (attendances) in physical activity, sport and active recreation.

- 1% annual rise in children and young people aged 16 years and under participating (attending) in physical activity, sport and active recreation.
- 1% annual rise in participation (attendances) by adults and children with a registered disability in physical activity, sport and active recreation.
- Annual increase in the number of volunteering hours in leisure and wider community settings and support (Target to be defined annually by the Authority in conjunction with the Contractor)

1.8 not used

1.9 School Swimming

The Contractor shall ensure that access to swimming pools is provided to all local schools under a statutory duty to provide swimming lessons Monday to Friday (normally 9.30am to 3.30pm at pools not subject to any current joint use agreement) in accordance with the following process and priority.

Process

All schools within the Cheshire East area (for whom priority must be given) must be contacted no later than 30th April each year asking them to request any use they may require of their nearest or most convenient swimming pool for the following academic year. Schools should be advised that preferences and requests must be submitted no later than 31st May for consideration in conjunction with any requests submitted by other schools to use the swimming pool and should indicate whether they are based on hire of the pool only (including a lifeguard) or based on the full swimming teaching package including the provision by the Contractor of one or more fully qualified swimming teachers. Schools should be advised that priority may be given to those schools who request the full swimming teaching package (SBSA) over those who choose to hire the pool only.

In the event of any competing or conflicting requests (even after any further negotiations are undertaken with and/or between representatives of local schools over possible preferences) priority for determining final confirmations should be applied as follows:

Priority

Swimming pools not subject to a current joint use agreement:

1. Local primary and special schools based on the previous academic years allocation
2. New or changed requests from local primary and special schools
3. Secondary schools

4. Private schools or further education institutions

Swimming Pools subject to a current joint use agreement

1. Local primary and special schools based on the previous academic years allocation
2. New or changed requests from primary local primary and special schools
3. On site School
4. Other secondary schools
5. Private schools or further education institutions

Once any programmed slots have been agreed for any academic year, requests can be made subsequently by schools for changes to agreed allocations, including requests for additional allocations within that year but the priority above will not apply. Such requests made during the academic year should only be considered and agreed on the basis that there is no detriment to any other agreed programme allocation.

Agreed school swimming allocations will be subject to the agreed core fees and charges applicable for school swimming.

1.10 Joint Use Agreements -

The Authority is a signatory to a number of Joint Use Agreements with schools for the shared use of Facilities as set out below:

- Alsager Leisure Centre
- Holmes Chapel Leisure Centre
- Knutsford Leisure Centre
- Poynton Leisure Centre
- Sandbach Leisure Centre
- Shavington Leisure Centre

The Contractor will be required to manage, operate and deliver a leisure service within the requirements of the respective agreements. The contracts themselves will however remain directly between the Authority and respective signatory school / academy.

In addition the Contractor will also be responsible for the management of the annual Service Level Agreement with Sir William Stanier High School for the management of Sir William Stanier Leisure Centre, and for the management of Middlewich Leisure Centre which currently operates without any form of agreement.

1.11 Leisure Facility Hosting of Authority Related Lifestyle Services

The creation of *Lifestyle* “hubs” is critical to the Authority achieving its own targets for the improved health of its citizens as reflected in section 1.5 of this Services Specification. The Contractor through its current Facilities (and and future as yet to be built and provided facilities) and Sports Development and Play Service will be expected to provide support to these and related Authority services in delivering these outcomes. The services to be supported although not an exclusive list includes “Adult Social Care” and “Children and Families Services”

PART 1C – SERVICE PERFORMANCE REQUIREMENTS

1.12 Cleaning

The Contractor shall clean of the Facilities in such a way as to maintain a healthy and safe environment for all Users; allowing for efficient and effective operational use of the Facilities and promoting a positive image of the Facilities at all times. The Facilities must be “visibly clean” at all times.

1.13 Customer Service

The Contractor shall provide a comprehensive customer service charter (“Customer Service Charter”) which provides that users are dealt with promptly, effectively and courteously at all times.

The Contractor shall operate and administer a comprehensive and effective User comments and feedback system, to encourage feedback and record verbal and written comments.

The Contractor shall ensure that the information ascertained from the research is analysed and the results used to inform future service delivery.

1.14 Catering and Vending

The Contractor shall ensure that high quality, value for money, catering and vending services is available at all Facilities.

The Contractor shall ensure that a supply of chilled drinking water (other than that provided by mains taps) is located in appropriate public areas such as the fitness suites.

1.15 IT Systems

The Contractor shall ensure that fully functioning and efficient IT systems are maintained at the facilities throughout the Contract Period.

1.16 Event Management

The Contractor shall manage a number of events in accordance with the

Programmes of Use in leisure facilities, the Sports & Play Activity Development Plan and Marketing Plans.

The Contractor shall ensure that events staged at the Facilities or involving the sport and play development outreach service showcase and promote both facilities, activities and programmes to users and take into account any site specific restrictions.

Authority Sponsored Events

For events promoted by the Authority, the Contractor shall provide reasonable assistance in the organisation of these events, and shall sell tickets if required for these events, at no additional cost to the Authority. The Authority will negotiate with the Contractor any costs above the normal hire fee or operating costs, if necessary.

Meeting rooms will be charged for on a cost recovery basis when used by town or parish councils. All other ad-hoc letting of space at the Facilities will be in accordance with the Contractor's published pricing and charging policy.

1.17.1 Service Delivery Planning

The contractor will submit their Service Delivery and Marketing Plans, including performance measures and pricing, by 28th February of each contract year. Such plans will include details of how the facilities and development activities will marketed and delivered to help achieve the Council's Outcomes as set out in 1.5 of this service specification.

1.17.2 Accident and Incident Reporting

The Contractor shall ensure the Authority 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 Authority and Users.

1.17.3 Other Reporting

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

Performance Standards & Reporting Requirements

The Contractor shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery. The

Contractor shall provide one overall Contractor's Representative to be its authorised representative for the facilities operated on behalf of the Authority. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services.

The plans / programmes listed below are to be submitted by the Contractor to the Authority by the specified date as part of their Business Planning process and will include -

Plan Title	Frequency	Submission Date
Service Delivery Plans	Annual	by 28 th February of each subsequent Contract Year
Participation Targets (for implementation the following Contract Year)	Annual	By 28 th February of each subsequent Contract Year
Pricing Schedule	Annual	By 28 th February of each subsequent Contract Year
Proposals for changes to Minimum Opening Hours	As required by agreement with the Authority	
Quality Management accreditation/Quest Action Plan	Ongoing	Within one month of the receipt of each relevant Facility or service Quest report

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

Report Title	Frequency	Submission Date
Quarterly Performance Monitoring Report	Quarterly	Within ten (20) Business Days of the end of each period of three Contract Quarter
Annual Outcomes Report	Annual	Within one month of the start of the second Contract Year and annually thereafter

The Quarterly Performance Monitoring Report that the Contractor is required to submit shall contain details of any failures to maintain the Performance Standards as set out in this Services Specification should include the following contents as appropriate:

Customer Complaints and Feedback Summary
Major Accidents and Incidents Report
Membership and Utilisation Data
Maintenance Programme Update

Service Development Plans Progress Update

Key participation and performance data
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Marketing Plan Progress Report – to include participation rate performance
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The Performance Monitoring Report shall be concise and provide a maximum one page summary on each of the areas identified above.

The Annual Service Report shall, as a minimum, provide a summary of the results and recommendations set out in all the reports outlined in the table above and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year.

PART 1D – FACILITY PERFORMANCE REQUIREMENTS

1.18 Pricing Requirements

Required Outcome

The Contractor shall ensure that price encourages the use of the Facilities and shall offer concessionary charges to classes of users who would otherwise be unable to use the Facilities. Where the Contractor's approach and plans for future fees and charges provide for above inflationary increases, this will be shared with the Authority in advance. This will also be discussed with the Authority during the regular performance monitoring meetings.

1.19 Opening Hours

Required Outcome

The facilities shall be accessible by the full community during the Minimum Opening Hours.

1.20 Activity Programming

1.20.1 Programmes of Use

The Authority requires specified activities to be conducted during agreed time parameters to ensure that certain members of the community are able to participate in the facilities.

There should be as high a proportion of casual use of the facilities as possible consistent with a balanced programme of use by the public, clubs, schools, and instructed development courses, in particular, a comprehensive swimming programme should be followed to meet the demand for Learn to Swim.

The Contractor shall develop a clear pathway of signposting for young people from Learn to Swim programmes (National Teaching Plan levels 1 – 7) into swimming club sessions.

The Contractor shall implement a priority booking system for activities to promote the value of memberships.

The Contractor 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 Contractor shall provide a balanced programme of use to accommodate community, club and elite activity.

Contributing towards the Authority's Outcomes:

Adult Social Care (Care4CE):

- The Contractor will be expected to provide appropriate facilities and, where appropriate, assist Care4CE staff in their delivery of social care services to vulnerable and / or disabled service users
- The Contractor will take account of the safeguarding role of Care4CE staff and co-operate with them in carrying out their responsibilities in this respect
- The Contractor will not seek to vary the arrangements and responsibilities agreed at the outset, except following full consultation and by appropriate discussions with Care4CE managers and the council's appointed client representative
- The Contractor's responsibilities in respect of Care4CE will continue even if Care4CE services are in the future provided by new service delivery vehicles or new service providers

Children and Families Service (Cared for Looked After Children):

- The Contractor will be expected to take account of the Corporate Parenting Responsibilities of the Authority in respect of its Cared for Children and Care Leavers. This will include examining how the trust can assist the Authority in ensuring it is fulfilling this role and improving outcomes (particularly health and wellbeing) for those children in the Authority's care. The Contractor will provide as a minimum the service set out within the current Cheshire East Council "Cared for Children & Talented Athlete Programme Leisure Facilities Membership". Any additional requirements, for example swimming lessons and individual course programmes will be paid for directly to the Contractor by the individual service being supported.
- The Contractor will ensure that requirements in respect of the 'New Belongings' project and the Ofsted inspection framework are taken into account when planning delivery of services.

Public Health:

The Contractor may be asked to provide services commissioned by the Authority's Public Health and Health Improvement teams ("Public Health") to improve the health and wellbeing of the local population. Any services commissioned by Public Health and provided by the Contractor will be subject to a specific Service Level Agreement or appropriate comparable arrangement which outlines the outcomes that the Contractor will be required to deliver.

Other Council Services

The Contractor may be asked to provide services commissioned by other services of the

Authority in delivering its outcomes in line section 1.5 of this schedule. Any such services will be commissioned by the service and provided by the Contractor will be subject to a specific Service Level Agreement or appropriate comparable arrangement which outlines the outcomes that the Contractor will be required to deliver

1.20.2 Booking Systems

The Authority requires that bookings can be made in person, by phone, in writing and online in accordance with e-government for both members and non-members. A fast track service should also be available.

1.21 Health and Safety Management

The Contractor 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 Authority's Representative or other authorised persons at any time.

1.22 Equipment

Required Outcome

Equipment must be available, safe and be capable of being used for the relevant activity that it is designed for, taking into account the standard of sport or activity being undertaken. This also needs to include any equipment stored on site for the purpose of the centre being used in an Emergency.

1.23 Access

The Facilities must be accessible by all Users.

1.24 Legislation and Policy

The Facilities and their use must comply with all Legislation

1.25 Pool Water Quality (Swimming Pool Installations)

The Contractor is to ensure that the Swimming Pools provide Users with a safe and comforting environment in which to participate in both swimming and water sports and to ensure the Swimming Pools are maintained in accordance with the applicable Legislation and Good Industry Practice.

1.26 CCTV and Security

The Contractor is to ensure that Facilities are secure and that there is a CCTV system that provides a safe level of security to Users during their visit, but which does not unreasonably compromise the personal privacy of Users including when getting changed.

1.27 Staffing

Each Facility must have sufficient and suitably trained and qualified staff (whether employees or contractors) to provide the Services.

The Contractor must meet the Disclosure and Barring Scheme as required by legislation

