

Committee:	Executive	Agenda Item No.:	6.
Date:	3 rd October 2011	Status	Open
Subject:	Community Use of Leisure Facilities at Shirebrook Academy		
Report by:	Head of Leisure		
Other Officers Involved	Facilities Planning and Development Manager		
Director	Director of Neighbourhoods		
Relevant Portfolio Holder	Councillor A. Syrett, Portfolio Holder for Social Inclusion		

RELEVANT CORPORATE AIMS

STRATEGIC ORGANISATIONAL DEVELOPMENT – Continually improving our organisation Continue to monitor, review and improve the economy, efficiency and effectiveness of all Council Services.

CUSTOMER FOCUSED SERVICES – Providing excellent customer focused services

Strengthen community consultation and involvement. Design and deliver services to meet the needs of customers.

SOCIAL INCLUSION – Promoting fairness, equality and lifelong learning

Ensure all our services are provided in a fair and equitable manner.

TARGETS

To increase access to high quality leisure and cultural facilities for the immediate and surrounding communities of Shirebrook.

VALUE FOR MONEY

The proposed measures will ensure that we can facilitate increased community use of the facilities at Shirebrook Academy with no financial risk and whilst generating an income stream for our Authority.

THE REPORT

As members are aware, Bolsover District Council has supported the wider 'Building Schools for the Future' (BSF) concept and plan to replace or rebuild almost all secondary schools across the country over the coming 10 – 15 years, although more recent announcements have altered the initial strategy dramatically.

Following the great deal of time & effort that initially went into the BSF programme from our organization and its apparent stall, consideration was given to how extended community use of school could be achieved. An option to manage the community use hours at Shirebrook Academy along similar lines to that at Frederick Gents has therefore been pursued.

Recent developments

Communication has taken place between Shirebrook Academy and Bolsover District Council with regard to the community use of their school facilities. The Head of the Academy is keen to open some of the existing facilities for community use as soon as possible with a view to establishing regular community use prior to the new school facilities being built. As a result of these discussions we have drafted a Service Level Agreement (SLA) which we hope to get in place for the coming academic year to help us embed the arrangements ready for the new build school and facilities in the following year.

Although this agreement is not that much different on the ground to that of the Frederick Gents agreement, the management arrangements are very different in that we are more of a contractor who is paid for a service rather than a partner organisation in its true sense. We believe this approach serves our Authority better in the current climate as we do not carry the risks associated with lack of uptake etc. and the complex area of re-charging is not an issue.

Key elements contained within the SLA

Schedule A

School Sport & Leisure Facilities available for Community Use

2 x Sports Hall
Theatre/ hall space
Activity /Dance Studio
PE office reception room
Tennis & Netball courts
Outdoor football pitches
IT classroom

NB this will change when the new school is built and opened

Schedule B

Opening Hours

Monday- 6pm until 10pm
Tuesday- 6pm until 10pm
Wednesday- 6pm until 10pm
Thursday- 6pm until 10pm
Friday- 6pm until 10pm
Saturday- 9am until 10pm
Sunday- 9am until 10pm

**Schedule C
Charging Formula**

Basis for Calculations	
Item	How Calculated
Staffing costs	£10.77 per hour per staff member – to be reviewed annually
Operational Management, Admin & Insurance	£3.73 per hour per staff member – to be reviewed annually
TOTAL	£14.50 per hour per staff member - to be reviewed annually

This formula will yield a net income of between £8,579 per staff member per annum excluding holiday periods.

This could yield up to a net income of £10,425 per staff member per annum including holidays.

This rate has been arrived at to ensure that Community Use of the facilities is accessible and that price does not become a barrier for the local community.

Added Value at no cost to the Facility Provider	
Item	
<ul style="list-style-type: none"> • Strategic Management provided by the BDC Leisure Services Senior Management Team 	
<ul style="list-style-type: none"> • General marketing and promotional activity provided as part of the BDC Leisure and Cultural activities marketing plan 	
<ul style="list-style-type: none"> • Shirebrook Academy and the Community Use Facilities will have access to & support of a successful Leisure & Cultural activities & facilities provider with accreditation of the following: <ul style="list-style-type: none"> ○ QUEST – Leisure specific quality mark ○ Investors in People (IIP) ○ Customer Service Excellence ○ Adventurous Activities Licensing Authority (AALA) 	

In addition to the leisure/sports facilities, there is also the potential to develop the community use model to incorporate other cultural activities e.g. arts and social functions.

ISSUES/OPTIONS FOR CONSIDERATION

Members are requested to consider the implications of these proposals, which are;

- Pro's
 - i. We would be able to influence effective community use
 - ii. We would be able to ensure;
 - Effective and equitable programming of the resource
 - Effective and equitable pricing/admissions policy
 - Effective and equitable links into the community and local networks
 - Effective and equitable day to day operation of the facility including;
 - Bookings
 - Marketing
 - Staffing
 - Health & Safety arrangements
 - Effective and equitable sports and active recreational development work
 - Provision of professional and experienced staff able to deliver a programme, ranging from health advice and adult education to art classes and sporting activities, whilst at the same time ensuring that appropriate safeguarding and health and safety responsibilities are adequately managed.
 - iii. We would not be in competition with the facilities
 - iv. There is an opportunity to generate income for the Authority
 - v. No risk will be borne by us with regard to utilization or income levels

- Con's
 - i. Time effort and resources will have to be put into this by BDC

IMPLICATIONS

Financial: The proposal presents no financial risk to our organisation as we will effectively be hired to deliver a service for the Academy. The arrangement will generate some income for our organisation as detailed earlier with no consequence to our organisation as a result of poor utilisation and/or low income levels generated.

Legal: The agreement has been drafted with support from our legal team

Human Resources: This arrangement will initially be implemented by using our existing bank of staff from Kissingate Leisure Centre. However this arrangement is likely to require part time staff contracts eventually.

RECOMMENDATION

Executive approve the proposed arrangement for Bolsover District Council Leisure Services to operate the community use of Shirebrook Academy leisure and cultural facilities.

**REASON FOR DECISION TO BE GIVEN IN ACCORDANCE WITH THE
CONSTITUTION**

To improve the quantity and quality of leisure and cultural facility provision for the immediate and surrounding communities of the Shirebrook Academy in a cost effective way for the Authority.

ATTACHMENTS: None

FILE REFERENCE: None

SOURCE DOCUMENT: Background papers held by the Head of Leisure.

Service Level Agreement

Bolsover District Council Leisure Services & Shirebrook Academy

April 2011



Working in Partnership

Bolsover District Council &
SHIREBROOK
ACADEMY

**SERVICE LEVEL AGREEMENT BETWEEN
BOLSOVER DISTRICT COUNCIL &
SHIREBROOK ACADEMY**

1.0 Facility Provider

Shirebrook Academy

Registered Address - Common Lane, Shirebrook, Mansfield
NG20 8QF
Telephone - 01623 742722

2.0 Commissioning Body

Shirebrook Academy

Registered Address - Common Lane, Shirebrook, Mansfield
NG20 8QF
Telephone - 01623 742722

3.0 Service Provider

Bolsover District Council

Registered Address - Sherwood Lodge, Bolsover,
Derbyshire, S44 6NF
Telephone - 01246 242424

4.0 Definitions

For the purpose of this agreement the following words and phrases shall have the following meanings:

“**Facility Provider**” shall mean Shirebrook Academy

“**Service Provider**” shall mean Bolsover District Council

“**Community Use**” shall mean agreed periods when school sport & leisure facilities & ancillary areas are made available for public use by the Facility Provider.

“**School Use**” shall mean those periods when the school sport & leisure facilities & ancillary areas are for the exclusive use of the school.

“**Facility**” shall mean those school sport & leisure facilities and ancillary areas shown at Schedule ‘A’ herein that are to be made available by the Facility Provider for Community Use & for the avoidance of doubt are shown as red on the Facility Site Plan at Schedule G Herein.

“**Opening Hours**” shall mean the hours that the Facility is available for Community Use.

“**Financial Year**” shall mean 1st Sept to 31st August.

“**Activity Report**” shall mean a written statement detailing key achievements, outputs and conformance to the service specification.

“**Satisfactory**” shall mean formally approved by the Academy

“**Meeting**” shall mean a formal meeting held between the Facility Provider & Service Provider.

“**Accounts**” shall mean a written statement detailing all expenditure & income associated with the management & operation of Community Use that has been prepared in accordance with recognised local government accounting principles.

“**Service Specification**” shall detail all agreed levels of service between the Service Provider & Facility Provider & shall remain in force for the duration of this agreement.

“**Annual Review**” shall mean a formal meeting between the Facility Provider & the Service Provider held in April each year.

“**Staff**” shall mean all full-time, part-time & casual staff plus all freelance & temporary staff, consultants, coaches & volunteers employed or acting on behalf of the Service Provider in the management & operation of Community Use.

“**management and operating charges**” shall mean all agreed operating costs incurred by the Service Provider as a result of Community Use of the Facility that are recharged to the Academy.

“**Nominated Representative**” shall mean a named bona fide representative from each party to act as a single point of contact through which all formal correspondence & communication relating to the agreement should be channeled.

“**Plan**” means the facility site plan shown at Schedule ‘G’ herein.

“**Commencement Date**” shall mean ????????

“**Capital Equipment**” shall mean all those major items of sports, leisure & cultural activity equipment purchased by or made available by the Facility Provider for Community Use.

“**School Year**” shall mean 1st September to 31st August.

“**Income**” shall mean all grants, contributions, donations, fees & charges payments received by the Service Provider or Facility Provider arising from the Community Use of the Facility.

“**Acts of Law**” shall mean all legislation (including Common Law), regulations and codes of practice relevant to the safe & effective execution of this agreement which are in force at the commencement date or that may come into force at any time during the term of this agreement.

“**Banked**” shall mean securely deposited with the Facility Provider.

“**Cleaned Daily**” shall mean Monday to Friday during the school year excluding school holidays.

5.0 Headings

5.1 The headings and numbering in this agreement are for convenience only & shall not affect its interpretation.

6.0 Duration and Termination

- 6.1 This agreement commences ???????? & shall remain in force until such time that it is revoked by either party upon giving to the other 3 months notice in writing.

7.0 Terms & Conditions Applying to the Agreement

- 7.1 The Facility Provider shall appoint the Service Provider to be its agent for the management & operation of Community Use at the Facility.
- 7.2 The Facility Provider agrees to make its facility available to facilitate Community Use in accordance with the Opening Hours shown at Schedule 'B' herein.
- 7.3 The Facility Provider authorises the Service Provider to act for it in its name & on its behalf to perform any act or do anything referred to in this agreement.
- 7.4 Both the Facility Provider & Service Provider agrees not to appoint any other agent that may otherwise derogate from this agreement.
- 7.5 The Service Provider agrees not to re-assign this agreement to a third party without the written approval of the Facility Provider.
- 7.6 The Service Provider shall ensure that proper financial systems and records are in place & that accounts are made available to the Facility Provider on request.
- 7.7 The Service Provider shall invoice the Facility Provider for all management & operational costs relating to the Community Use of the Facility.
- 7.8 All income generated through the trading activities of the Service Provider in relation to this agreement shall be stored securely on site in an insurance approved safe. This will be physically transferred weekly by the Service Provider to the Facility Provider on a nominated day for the Facility Provider to bank through their financial management system.
- 7.9 If the Facility Provider or Service Provider is in dispute or considers that any other party is in breach of the terms and conditions of this agreement then the matter will be dealt with under the procedure outlined in section 11 of this agreement.
- 7.10 The Service Provider shall employ, train, pay & supervise staff as is necessary to undertake the effective management &

operation of the pre agreed Community Use facilities and programme of activities.

- 7.11 The Service Provider, as an employer, must comply with all recognised employment law and codes of practice paying particular regard to promoting equal opportunities practice in all areas.
- 7.12 The Facility Provider & Service Provider must abide by a code of confidentiality in terms of issues raised during or resulting from this agreement. Issues are to remain within the confines of meetings, should this code be broken, the matter will be considered a breach of this agreement & dealt with under section 11 of this agreement.
- 7.13 Whilst honesty & integrity are not in question, Officers and Members of the Facility Provider & Service Provider must declare any personal conflicts of interest which may relate to any decisions made in relation to this agreement prior to any such decisions being made. Representatives declaring personal interests will not take part in any of the discussions or decisions reached.
- 7.14 The Service Provider must produce and present all information as required by the Facility Provider that is necessary to comply with their legal, monitoring & reporting requirements.
- 7.15 The Service Provider must ensure that no person involved in or affected by this agreement is treated unfairly & be committed to eliminating all forms of discrimination & to promoting equality of opportunity & good relations between persons of different racial & social groups.
- 7.16 The Service Provider shall indemnify & keep indemnified the Facility Provider against all legal liability arising from the Community Use of the Facility including injury to, or the death of any person & loss of, or damage to, any property including property belonging to the Facility Provider or any interruption to business, except and to the extent that it may arise out of any act, default or negligence of the Facility Provider, its employees or agents (other than the Service Provider).
- 7.17 Neither the Facility Provider nor Service Provider must do or suffer to be done or permit anything which may render any policy of insurance for the Community Use of the Facility void.
- 7.18 The Service Provider has a duty of care to the health, safety & welfare of customers, staff and the general public during the Opening Hours & therefore must operate safe systems of work in accordance with all Acts of Law.

- 7.19 All staff employed by the Service Provider that are involved either directly or indirectly in the management & operation of Community Use that come into regular contact with children or vulnerable adults must have a Criminal Records Bureau (CRB) check undertaken to an appropriate level of disclosure.
- 7.20 The Service Provider must have a robust & up to date child and vulnerable adult protection policy in place for the duration of this agreement.
- 7.21 The Service Provider shall only use the Facility for sport & leisure & cultural purposes & for purposes ancillary thereto & not allow it to be used for any other purpose.
- 7.22 The Service Provider will not use the Facility or any part thereof, nor allow anyone else to do so, for any activity or purpose which is dangerous, offensive, noxious, noisome, illegal or immoral or which may become a nuisance or annoyance to the Facility Provider or to the owner or occupier of any neighbouring property.
- 7.23 Throughout the duration of this agreement the Facility Provider & Service Provider requires prominent ongoing acknowledgement on official stationery & all promotional material of the Service Provider incorporating the logos of the Facility Provider & Service Provider where space allows.
- 7.24 All publicity and public relations activity undertaken by the Service Provider must clearly acknowledge & make reference to the Facility Provider.
- 7.25 Upon giving the Service Provider's Nominated Representative a minimum of 10 days written notice the Facility Provider may, at its discretion, have free access to the Facility or any part thereof, during the Opening Hours. Wherever possible this will avoid any pre-paid or block booked activities, however where this is not possible an alternative or full refund will be issued to the customer.
- 7.26 The Facility Provider may close the Facility in an emergency at any time & without notice, although every effort should be made to notify the Service Provider at the earliest possible opportunity.
- 7.27 The Facility Provider shall be responsible for the effective operation, inspection, checking, testing, maintenance, servicing, repair, re-instatement & replacement of all buildings, plant, equipment, fixtures, fittings, finishes, apparatus, appliances & grounds, together with the installations for the supply of water, gas & electricity at all times during the term of this agreement as

is necessary for the safe, effective & proper performance of Community Use.

- 7.28 The Service Provider reserves the right to refuse entry to or remove (but not unreasonably or vexatiously) any individual or group of people who is/are using or visiting the Facility during Opening Hours and is/are considered by staff to be deliberately disruptive, aggressive & abusive or a danger to themselves or others.

8.0 Nominated Representatives

- 8.1 The Academy Principal is the Facility Provider's nominated representative.
- 8.2 The Head of Leisure is the Service Provider's nominated representative.
- 8.3 Substitutions at meetings will be allowed providing that the substitute is a bona fide representative of the body nominating that substitute.

9.0 Service Specification

- 9.1 The Service Provider agrees to work in accordance with the Service Specification shown at Schedule 'D' herein.

10.0 Monitoring and Review Arrangements

- 10.1 The work of the Service Provider is to be monitored by the Facility Provider who must have access to all information held by the Service Provider that is considered necessary to measure effectiveness and compliance.
- 10.2 The Service Provider is required to submit a satisfactory activity report. The Service Provider will be required to present the Activity Report to the Facility Provider in April each year and be available to take questions.
- 10.3 The Facility Provider & Service Provider will meet quarterly to discuss progress made against the Annual Programme Plan & any other related business that may arise. One of these meetings shall be nominated to undertake an Annual Review each year to determine whether this agreement should be adjusted using the 'Annual Review Form' shown at Schedule 'E' herein.
- 10.4 Any changes to this agreement should be documented on the 'Agreement Revision Form' shown at Schedule 'F' herein & signed by all parties.

11.0 Resolution of Disputes

- 11.1 If any party considers that there has been a breach of this agreement or a dispute arises either directly or indirectly from this agreement then the affected party should in the first instance write to the other parties nominated representative setting out the details of the breach or area of dispute, stipulating the action they think is required to remedy it. A time period must be agreed between the parties within which the remedial actions required will be completed and this must not exceed 3 months.
- 11.2 Any outstanding breaches or unresolved disputes shall then be formally discussed by the nominated representatives of the Facility Provider & Service Provider.

12.0 Schedules

Schedule A - School Sport & Leisure Facilities available for Community Use
Schedule B - Opening Hours
Schedule C – Service Providers operating charges to the partnership
Schedule D - Service Specification
Schedule E - Annual Review Form
Schedule F - Agreement Revision Form
Schedule G - Facility Site Plan
Schedule H - Defects, Breakdowns, Failures, Faults and Damage Notification Form

13.0 Declaration

I hereby declare that I have read & understand this service level agreement & that I have the proper authority to enter into this agreement & that I agree to fully comply with the terms & conditions contained herein.

Signed by: _____

Print Name: Julie Bloor

Position in Organisation: Principle

On behalf of: Facility Provider

Signed by: _____

Print Name: Lee Hickin

Position in Organisation: Head of Leisure

On behalf of: Service Provider

Schedule A

School Sport & Leisure Facilities available for Community Use

2 x Sports Hall
Theatre/ hall space
Activity /Dance Studio
PE office reception room
Tennis & Netball courts
Outdoor football pitches
IT classroom

Schedule B

Opening Hours

Monday- 6pm until 10pm
Tuesday- 6pm until 10pm
Wednesday- 6pm until 10pm
Thursday- 6pm until 10pm
Friday- 6pm until 10pm
Saturday- 9am until 10pm
Sunday- 9am until 10pm

Schedule C Charging Formula

Basis for Calculations	
Item	How Calculated
Staffing costs	£10.77 per hour per staff member – to be reviewed annually
Operational Management, Admin & Insurance	£3.73 per hour per staff member – to be reviewed annually
TOTAL	£14.50 per hour per staff member - to be reviewed annually

Added Value at no cost to the Facility Provider	
Item	
<ul style="list-style-type: none"> • Strategic Management provided by the BDC Leisure Services Senior Management Team 	
<ul style="list-style-type: none"> • General marketing and promotional activity provided as part of the BDC Leisure and Cultural activities marketing plan 	
<ul style="list-style-type: none"> • Shirebrook Academy and the Community Use Facilities will have access to & support of a successful Leisure & Cultural activities & facilities provider with accreditation of the following: <ul style="list-style-type: none"> ○ QUEST – Leisure specific quality mark ○ Investors in People (IIP) ○ Customer Service Excellence ○ Adventurous Activities Licensing Authority (AALA) 	

Frequency and method of payment

Retrospective quarterly invoice from the Service Provider to the Facility Provider based on the agreed elements above.

Schedule D

Service Specification

1.0 Security

- 1.1 The Service Provider shall be responsible for the security of the Community Use Facilities during Opening Hours and ensure that any security measures, where applicable, are properly activated and deactivated when opening and locking the Community Use Facilities. The Facility Provider shall be responsible for the security of the wider academy site at all times.
- 1.2 The Service Provider shall also ensure that all windows, doors and other means of access are properly secured and that lights and other electrical appliances are switched off, as appropriate, and that no person or persons are left in the Community Use Facilities when they are locked.
- 1.3 The Service Provider shall be responsible for the safekeeping of any keys issued by the Facility Provider and shall ensure that keys are only given to named staff that are designated as official key holders. The Service Provider shall ensure that the Facility Provider's named representative is notified immediately of the loss of any keys.

2.0 Cash Handling and Banking Arrangements

- 2.1 The Service Provider shall exercise sound financial control procedures at all times.
- 2.2 The Service Provider shall be responsible for the collection & daily reconciliation of all income received via fees and charges.
- 2.3 The Facility Provider shall provide a point of sale cash receipting system through which all income received will be processed.
- 2.4 All income received shall be properly reconciled on a daily basis by the Service Provider.
- 2.5 All income received will be securely stored by the Service Provider in a locked 'insurance approved' safe provided by the Facility Provider & located in the Community Use Facility's reception/office area until such time as it has been properly banked by the Facility Provider.

- 2.6 All income generated through the trading activities of the Service Provider in relation to this agreement shall be physically transferred weekly by the Facility Provider on a nominated day to bank through the Facility Providers financial management system.
- 3.0 Stocks, Supplies and Stores
- 3.1 The Service Provider shall ensure that all stocks, supplies and stores held in relation to Community Use and provided by the Facility Provider are properly stored, issued and accounted for.
- 4.0 Bookings
- 4.1 The Service Provider is responsible for the taking of all Community Use bookings during Opening Hours.
- 5.0 Programming
- 5.1 The Facility Provider & Service Provider are jointly responsible for the programming of the Facility during Opening Hours, however determination of the programming split shall ultimately be in the control of the Facility Provider.
- 6.0 Complaints
- 6.1 The Service Provider will be responsible for dealing promptly, courteously and efficiently with all complaints received in relation to Community Use. Where complaints are made relating to responsibilities under the direct control of the Facility Provider then the Facility Provider agrees to provide a prompt, courteous and efficient response to the Service Provider.
- 7.0 Notice Board
- 7.1 The Facility Provider will make available facility notice boards to the Service Provider for Community Use purposes.
- 8.0 Lockers
- 8.1 The Facility Provider will make available its changing room locker facilities to the Service Provider for Community Use where available/applicable.
- 9.0 First Aid
- 9.1 The Facility Provider shall be responsible for ensuring that adequate first aid supplies are made available and sufficient

stocks maintained in accordance with Acts of Law at all times during Opening Hours.

- 9.2 The Service Provider must ensure that at least one qualified first aider is on duty during Opening Hours.

10.0 Lost Property

- 10.1 The Service Provider shall maintain a system for recording, storing and disposal of lost property found during Opening Hours.

11.0 Cleaning

- 11.1 The Facility Provider shall be responsible for the cleaning of the facility and must implement an agreed schedule of cleaning tasks and duties as necessary to ensure that the Facility maintains high standards of hygiene and remains free from litter, waste, dirt, dust and other detritus.

- 11.2 The following areas shall be cleaned daily after School Use (for the avoidance of doubt this also includes any extra curricular activities undertaken by the Facility Provider) but before Community Use:

2 x Sports Hall
Theatre/ hall space
Activity /Dance Studio
PE office reception room
Changing Rooms & Toilets
IT room
Corridors

- 11.3 The Facility Provider shall allow the Service Provider access to a cleaning cupboard with sink, cleaning equipment and materials as is necessary to undertake supplementary cleaning as may be required during Opening Hours. The Service Provider shall ensure that all areas used for Community Use shall be left clean and tidy ready for Academy use the following day/session.

12.0 Defects, Breakdowns, Failures, Faults and Damage

- 12.1 The Service Provider will immediately notify the Facility Provider about any defect, breakdown, failure, fault or damage to the Facility using the agreed priority ratings as follows:

12.2 Priority 1

Requires an immediate response by the Facility Provider (actioned within 24 hours) on the grounds that the defect, breakdown, failure, fault or damage reported either compromises security e.g. broken window or a fault with the intruder alarm; or presents a health & safety risk e.g. a trip hazard or a light not working in a critical area; or something that adversely affects or prevents the Service Provider from operating effectively during Opening Hours e.g. boiler or showers not working.

Priority 2

Requires an intermediate response by the Facility Provider (actioned within 5 working days) on the grounds that the defect, breakdown, failure, fault or damage reported significantly affects the Service Provider's ability to maintain high standards of service by impacting negatively on the user's enjoyment, experience or perception of the Facility e.g. locker door missing or toilet seat damaged.

Priority 3

Requires a standard response by the Facility Provider (actioned within 14 to 21 working days) on the grounds that the reported defect, breakdown, failure, fault or damage represents a minor cosmetic or routine repair e.g. broken ceiling tile or a dripping tap.

12.2 The Service Provider will notify the Facility Provider using the 'Defects, Breakdowns, Failures, Faults and Damage Notification Form' contained at Schedule H herein.

12.3 The Service Provider will ensure that any defect, breakdown, failure, fault or damage to the Facility which occurs during Opening Hours is made safe or isolated immediately where necessary to ensure the health, safety and welfare of customers, staff and members of the general public.

13.0 Post

13.1 The Facility Provider will arrange for any post addressed to the Service Provider or any of its staff to be forwarded in a timely manner to an agreed point for collection by the Service Provider.

14.0 Capital Equipment

14.1 The Facility Provider will supply and replenish items of Capital Equipment during Community Use as would be required by the programme.

15.0 Hire Equipment and Consumables

- 15.1 The Facility Provider shall supply sufficient stocks of hire equipment & other consumables as is necessary to facilitate proper participation in all sports & leisure activities offered as part of Community Use.

16.0 Storage

- 16.1 The Service Provider shall ensure that all stocks, supplies and stores held in relation to Community Use and provided by the Facility Provider are properly stored, issued and accounted for.

17.0 Staff

- 17.1 The Service Provider shall ensure that all Staff deliver & maintain a high standard of personal hygiene, appearance, courtesy & conduct at all times whilst on duty at the Facility.
- 17.2 The Service Provider shall ensure that all Staff displays an official identity card/badge providing their name, job title, photo, job location & card expiry date at all times whilst on duty at the Facility.
- 17.3 The Service Provider shall ensure that all staff wears an official uniform & any associated personal kit at all times whilst on duty at the Facility.
- 17.4 The Service Provider shall ensure that all Staff are issued with any personal protective clothing as is necessary to ensure their health, safety, welfare & comfort.

18.0 Marketing and Promotion

- 18.1 The Facility Provider & Service Provider shall be responsible for the marketing & promotion of the Facility for Community Use.
- 18.2 Any specific costs associated to marketing activity for the Community Use facilities such as printing, flyers, banners etc. shall be met by the Facility Provider. This may however be achieved via the Service Provider at a lower than usual rate due to economies of scale and special rates previously negotiated by the Service Provider for which an agreed cost will be charged to the Partnership.
- 18.3 General marketing and promotional activity shall be provided as part of the BDC Leisure and Cultural activities marketing plan at

no cost to the Facility Provider. This may include but is not limited to inclusion in brochures, advertisements, leaflets, editorials, mail outs etc.

- 18.4 The Service Provider & Facility Provider shall ensure that all marketing & promotional material used is accurate, of good quality & whose content & style does not adversely affect the image & reputation of either party.

19.0 Licences

- 19.1 The Facility Provider shall be responsible for obtaining, maintaining & renewing all licences required in respect of the Facility, especially but not exclusively a Premises Licence & Phonographic Performing Licence.

- 19.2 The Service Provider must not do or suffer to be done or permit anything which may render any licence held in respect of the Facility void or voidable.

20.0 Waste Disposal

- 20.1 The Facility Provider shall allow the Service Provider free use of its trade waste facilities.

21.0 Health & Safety

- 21.1 The Service Provider will maintain an effective accident & incident reporting system at the Facility during the Opening Hours as is necessary to properly comply with Acts of Law.

- 21.2 The Facility Provider shall be responsible for the effective operation, inspection, checking, testing, maintenance, servicing, repair, re-instatement & replacement of all fire prevention, evacuation and control systems and measures (including fire alarms & emergency lighting) at the Facility during the Opening Hours as is necessary to comply with Acts of Law.

- 21.3 The Facility Provider shall be responsible, in consultation with the Service Provider, for designing, developing and maintaining an effective fire evacuation procedure for the Facility. The fire evacuation procedure shall be formally approved by the Local Fire Authority.

- 21.4 The Service Provider shall be responsible for implementing the fire evacuation procedure during the Community Use Opening Hours and for reporting such incidents promptly to the Facility Provider.

- 21.4 The Service Provider shall ensure that Staff are fully conversant with all health & safety procedures and systems in operation at the Facility.
- 21.5 The Service Provider shall be responsible for designing, developing and maintaining procedures for dealing with instances of violence, assault & indecent exposure at the Facility during the Community Use Opening Hours.
- 21.6 The Facility Provider shall be responsible for designing, developing, maintaining & implementing procedures that effectively control's the risk of legionella in the Facility's water supply.

**Schedule E
Annual Review Form**

**Service Level Agreement between Bolsover District Council &
Shirebrook Academy**

**ANNUAL REVIEW FORM
(to be completed before end of April each year)**

Section 1 - Review Details

Name of Service ProviderBolsover District
Council.....

Date of Review
.....

Period being Reviewed
.....

Section 2 – Representatives Present at Annual Review

Service Provider	Bolsover District Council
Name	Position
Facility Provider	Shirebrook Academy
Name	Position

Section 3 – Information Required

A written statement about the status of each agreed programme of work shown in the Annual Programme Plan clearly demonstrating actual outputs achieved against agreed targets, with reasons for any variances.

- A summary of main achievements and successes during the year.
- Details of new or emerging areas of work or funding opportunities.
- Details of significant problems encountered during the year.
- Copy of the draft annual programme plan for the forthcoming financial year.
- Details of all other funding secured by the Service Provider since the last annual review.
- Income analysis to compare with partnership accounts

Section 4 – Documentation

Has the Service Provider submitted all the relevant information shown in Section 3 herein? Y N

If no, please supply reason and indicate whether any further action needs to be taken.

Section 5 – Service Delivery

Has the organisation achieved all the agreed targets in the Annual Programme Plan? Y N

If no, please give reason

Section 6 – Terms and Conditions of Funding

Has the Service Provider adhered to the Terms and Conditions of this agreement? Y N

If no, please give reason

Section 7 – Annual Improvement Plan

The following issues/areas of work have been identified as requiring improvement:

Issue/Area of Work whom	Action Required	by when	by
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Section 8 – Any other Comments

Section 9 – Review Outcome and Recommendations

- No changes proposed to the agreement
- Minor revisions to the agreement are needed (please complete the Annual Revision Form at Schedule 3 herein)
- Terminate agreement subject to 12 months notice period
- Other (please specify below) _____

On completion of the Annual Review the Facility Provider and Service Provider must sign and amend as necessary the following declarations:

Service Provider: Bolsover District Council

I agree/disagree with the comments/recommendations contained on this Annual Review Form.

Print Name:

Position in Organisation:

Signed: Date:

Facility Provider: Shirebrook Academy

I agree/disagree with the comments/recommendations contained on this Annual Review Form.

Print Name:

Position in Organisation:

Signed: Date:

If either party is unable to agree the outcome and recommendations then objections should be submitted in writing and attached to the Annual Review Form.

**Schedule F
Agreement Revision Form**

Service Level Agreement between Bolsover District Council & Shirebrook Academy

Minor Changes:

This form should be completed if through the annual review process it has been identified that the agreement needs minor revision for the following year, (e.g. one or more of the agreed outputs negotiated may need to be amended for the following year).

1. Date of Review:

.....

2. Representatives Present

Service Provider	Bolsover District Council
Name	Position
Facility Provider	Shirebrook Academy
Name	Position

3. Minor amendments agreed (please give details of minor amendments to the Service Level Agreement)

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4. Authorisation

Signed on behalf of Service Provider:

Signed:

.....

Print Name:

.....

Position in Organisation:

.....

Date:

.....

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Signed on behalf of Facility Provider:

Signed:

.....

Print Name:

.....

Position in Organisation:

.....

Date:

.....

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5. This completed document should be attached as a variation to the signed Service Level Agreement document.

Schedule G
Plan of community use Facilities

To be included

**Schedule H
Defects, Breakdowns, Failures, Faults and Damage
Notification Form**

Issue Number	
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Date Reported	Nature & Location of Defect, Failure, Fault or Damage	Priority Rating	Reported By	Reported To

Priority 1
Requires an immediate response by the Facility Provider (actioned within 24 hours) on the grounds that the defect, breakdown, failure, fault or damage reported either compromises security e.g. broken window or fault with the intruder alarm, presents a health & safety risk e.g. creates a trip hazard or a light not working in a critical area or adversely affects or prevents the Service Provider from operating during Opening Hours e.g. boiler defect or showers not working.

Priority 2
Requires an intermediate response by the Facility Provider (actioned within 5 working days) on the grounds that the defect, breakdown, failure, fault or damage reported significantly affects the Service Provider's ability to maintain high standards of service by impacting negatively on the user's enjoyment, experience or perception of the Facility e.g. locker door missing or toilet seat damaged.

Priority 3
Requires a standard response by the Facility Provider (actioned within 14 to 21 working days) on the grounds that the defect, breakdown, failure, fault or damage reported represents a minor cosmetic or routine repair e.g. broken ceiling tile or a dripping tap.