

**SLM CONTRACT**

AREA	KEY POINTS	MONITORING
<b>THE SERVICES (page 15/16)</b>	13.3.1 the Facilities are open, operable, well maintained , accessible and available to Users during all hours appropriate to any particular Facility as set out in Specification	Monthly/quarterly meetings to discuss service delivery including: <ul style="list-style-type: none"> <li>• Cleaning</li> <li>• Opening hours</li> <li>• Accessibility issues</li> <li>• Staffing issues</li> <li>• Customer feedback</li> <li>• Site attendance information for Quarterly Review</li> <li>• Car Parking</li> <li>• Complaints</li> <li>• Outstanding issues</li> <li>• Events</li> <li>• Proposals for service delivery change</li> <li>• Quality accreditation</li> <li>• Woodside stadium issues</li> <li>• Marketing/communication</li> </ul>
	The facilities are Clean and hygienic at all times and that if the Contractor itself becomes aware or is notified by a User that any area is not Clean, it shall ensure that action is taken to remedy the matter as soon as reasonably practical	
	It has sufficient employees at the Facilities at all time to meet its obligations under the Contract and that such employees are of a suitable level of seniority and are sufficiently trained and qualified in	

	the range of skills	
	All employees are courteous and polite and helpful to Users and Council officers at all times	
	Nothing by the Contractor or any User is done to prejudice or breach any licence or certificate which is required in respect of the management of the Facilities (crèches/bars/catering) in accordance with Legislation	

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<b>CONDITION OF THE FACILITIES (page 18/19)</b>	<ul style="list-style-type: none"> <li>• Council responsible for Structural repairs and maintenance of facilities</li> <li>• Contractor shall maintain at the Facilities a thorough and adequate regime of planned and preventative maintenance and repair</li> </ul>	If council reasonably believe that the Contractor is in breach of its obligations then it may carry out or procure a survey of Facilities

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<b>PERFORMANCE MONITORING ( page 23-25)</b>	<ul style="list-style-type: none"> <li>• Systems to ensure the Services are performed to the Service Standards</li> <li>• 18.5 Contractor to submit annual report to Council by 31 August each – report focus on areas where services might be improved</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly meetings with each site</li> <li>• Quarterly meetings with Area Manager</li> <li>• 4 monthly meetings with Area Manager and Regional Director</li> <li>• Proposal template to inform of any</li> </ul>

	and action plan for rectifying any situation	changes to service delivery temporary or permanent <ul style="list-style-type: none"> <li>• Collection of data relating to centre usage in the areas of swim and gym and user profile for Quarterly Review.</li> </ul>
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<b>QUALITY ASSURANCE</b> (page 34/35)	<ul style="list-style-type: none"> <li>• QUEST</li> <li>• Investors in People</li> <li>• The council may carry out periodic audits of Contractors quality management system , spot checks and auditing of Contractors quality systems</li> </ul>	Discussed at monitoring meetings

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<b>REMEDIES AND GENERAL PROVISIONS</b> – Defaults and Remedies – (page 47 – 50)	<p>Clause 38</p> <ul style="list-style-type: none"> <li>• <b>Performance Default</b> – Council may at any time serve a Remedy Notice. Council will act reasonably and fair.</li> <li>• <b>Critical Default (page 96) which significantly affects Contractors provision of services include:</b> <ul style="list-style-type: none"> <li>- closure of main pool</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- closure of running track</li> <li>- non provision of other services which should be available according to published programme</li> <li>- failure to accommodate booking previously agreed by Contractor</li> <li>- racist/sexist/illegal behaviour by Contractor</li> <li>• <b>Non Critical Default (page 100)</b> <ul style="list-style-type: none"> <li>- failure to maintain cleanliness to agreed standard</li> <li>- failure to provide a reactive response to incidents such as spillages</li> <li>- failure to maintain the temperature level of a pool with agreed limits</li> <li>- failure to provide heat/light/environment conditions to agreed standards</li> <li>- failure to provide appropriate support services for provision of various core leisure services</li> <li>- failure to provide sufficient staffing levels</li> <li>- failure to comply with agreed Council's Policies</li> <li>- failure to undertake user surveys</li> </ul> </li> <li>• <b>Remedy notice</b></li> <li>• state whether it relates to Critical or Non-Critical Performance Defect.</li> <li>• State Default sum to be deducted.</li> <li>• Require Contractor to remedy such Performance Default</li> <li>• If Contractor disputes notice needs to inform Council within 24 hours of receipt of notice. If matter still unresolved refer to Dispute Resolution Procedure</li> <li>• The contractor required to prepare a <b>Action Plan</b> with timescales setting out measures to deal with Performance Default and present to Council for approval</li> <li>• If remedy notice/action plan not remedied and Critical Performance Default repeated by Contractor – Council may serve written <b>Warning Notice</b></li> </ul>
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	<ul style="list-style-type: none"> <li>• If Council serve remedy and warning notice – council entitled to Deduct <b>Default Sum</b> - Council shall act reasonably and fairly and not do so vexatiously. Only deduct for a Critical Performance Default <b>Default Sum</b> = £100 per Remedy Notice which shall increase by 5% each contract year. <ul style="list-style-type: none"> <li>• <b>Suspension and Part Termination</b></li> </ul> </li> </ul>
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<b>AREA</b>	<b>KEY POINTS</b>
<p><b>REMEDIES AND GENERAL PROVISIONS –</b>  Suspension and Part Termination  (page 50 – 53)</p> <p>Termination (page 53 - 59)</p>	<p>38.19</p> <ul style="list-style-type: none"> <li>• <b>Suspension Notice</b> – issued if - - - more than 10 Remedy Notices within continuous 6 month period – if in respect of Non Critical Default materially and adversely affect Contractor's performance <ul style="list-style-type: none"> <li>- Council served more than 4 Warning notices in respect of Critical Performance Default</li> </ul> </li> <li>• Procure a 3<sup>rd</sup> party to deliver service and deduct payment from Management fee or recover as a debt amount equal to cost to council and admin charge (10% of cost)</li> <li>• <b>Part termination notice</b> – terminate a service and not the whole contract – signed by Council Legal Manager – similar to suspension notice, procure a 3<sup>rd</sup> party to deliver the terminated service and apply costs</li> <li>• <b>Termination notice</b> can occur if: <ul style="list-style-type: none"> <li>- Contractor commit prohibited act</li> <li>- Misuses or infringes Council</li> <li>- Intellectual Property Rights</li> <li>- Court order</li> <li>- Receiver or manager to take possession</li> <li>- Insolvency</li> </ul> </li> </ul>

	- Following suspension and/or part termination
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<b>Contractor Changes in Services</b> (page 64)	45.2 <ul style="list-style-type: none"> <li>• Set out proposal in sufficient detail to enable council to evaluate it in full</li> <li>• Council will take into account               <ul style="list-style-type: none"> <li>- if change to management fee will occur</li> <li>- how change will affect quality of services</li> <li>- how change will interfere with relationship of council with 3<sup>rd</sup> parties</li> <li>- financial strength of contractor to deliver change</li> <li>- risks and costs to which council exposed</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• proposal form used for all contractor changes to services</li> <li>• reviewed by Contract Monitoring officer. Commissioning Manager and Section Head</li> <li>• Approved by SLM Area Manager and WBC Head of Service</li> </ul>

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Dispute Resolution Procedure (page 76)	Clause 52 <ul style="list-style-type: none"> <li>• If dispute arises in relation to any aspect of contract, the</li> </ul>	

	<p>Contractor and Council will first consult in good faith in an attempt to come to an agreement in relation to the disputed matter</p> <ul style="list-style-type: none"><li>• <b>refer to mediation</b> – if parties don't agree - mediation non binding unless agreement is reached and a document signed with contractual effect.</li><li>• <b>Refer to Expert</b> - parties jointly appoint expert – if not agree on one, Chartered Institute of Arbitrators shall appoint an Expert. Expert decision binding unless either party refer dispute to a Court</li></ul>	
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