

SUPPLEMENTARY AGENDA



Ordinary Meeting of Council

To be held at the

Civic Centre

511 Burwood Highway

Wantirna South

On

Monday 17 December 2018 at 5.00pm

Order of Business

13 Supplementary Items.....3

 13.1 Contract No. 2350 – Management and Operation of Knox Leisureworks3

Tony Doyle
Chief Executive Officer

13 Supplementary Items

13.1 Contract No. 2350 – Management and Operation of Knox Leisureworks

SUMMARY: Coordinator Leisure Services, Bronwyn Commandeur

This report considers and recommends the appointment of Belgravia Health and Leisure Group Pty Ltd as the successful tenderer for management and operation of Knox Leisureworks.

RECOMMENDATION

That Council:

- 1. Accepts the tender shown in Confidential Attachment 1 from Belgravia Health and Leisure Group Pty Ltd for Contract No. 2350, Management and Operation of Knox Leisureworks; (for the period 1 March 2019 to 30 June 2024); for a guaranteed lump sum return to Council totaling \$6,540,841 (excluding GST); and for a further ten (10) years (2 x 5 year options) from 1 July 2024 to 30 June 2034, at Council's discretion.**
- 2. Accept the additional offer for tender for Capital Investment of \$397,790 for an outdoor activity and leisure park.**
- 3. Authorise the Chief Executive Officer to negotiate and formalise the execution of all documents associated with Contract No. 2350 - Management and Operation of Knox Leisureworks for the period 1 March 2019 to 30 June 2024, in accordance with this report and the tender evaluation report including signing and sealing of all necessary documents.**

1. INTRODUCTION

This contract is for the provision of health and wellbeing services, which provide program and activities for the community to utilise the Knox Leisureworks facility and community spaces.

In line with Council's Procurement Policy and after considering the complexity, value and risk associated with this contract, it was determined to utilise a public tender process in accordance with the approved Procurement Plan.

This report considers and recommends the appointment of a tenderer to provide the management and operation of Knox Leisureworks (KLW).

Council's broad objective for KLW is to provide a range of aquatic and non-aquatic fitness, leisure and wellbeing opportunities that are attractive and accessible to all residents of the municipality.

The development of the contract specifications has focused on community outcomes (e.g., community development initiatives) and performance (financial return to Council) with Council assuming the full responsibility for asset management and utilities. The transfer of asset management and utilities to Council has minimised the risk exposure of contractors to forecast expenses and unpredictable market pricing over the long period of the contract and, therefore, give more certainty to their bid.

2. DISCUSSION

2.1 Background

KLW was originally built in 1965 as a traditional Olympic outdoor pool. The Centre was very successful in attracting a large number of users and operated until 1988 as a seasonal outdoor pool. In 1988/1989, Council committed major funding to redevelop the Centre to incorporate heated pools. Major works completed included covering the 50-metre pool, linking an internal circulation area to the pool hall and pool entry, and an expansion of the change rooms and car park. In 1991, a new fitness Centre and group fitness room was added. In 2010, following an extensive feasibility planning process, further improvements were made to include a warm water pool and supporting facilities. In 2017/2018, the aquatic change rooms and upstairs change rooms, which service the gym and group fitness, were redeveloped.

KLW boasts a range of leisure and aquatic opportunities in both an indoor and outdoor setting. The indoor section features a 50-metre heated pool, program pool, warm water pool, spa, leisure pool with beach entry, 80-metre waterslide, gymnasium, program rooms, crèche, cafeteria, six allied health suites and administration area. The outdoor area features a 25-metre pool and toddler's pool. KLW also supports a separate pavilion onsite, which is used by the Boronia Swim Club.

KLW is currently operated by YMCA Victoria Community Programming Pty Ltd (YMCA) under a contracted arrangement with Council that concludes on 28 February 2019.

2.2 Proposed Management and Operation Responsibilities

The tender specification details are provided as Attachment 2.

2.3 Tenders Received

The tender process was undertaken with four (4) companies attending the site tour of KLW on 25 September 2018.

Following the close of tenders, five (5) tender submissions were received from the following companies:

- Aligned Leisure Pty Ltd;
- Belgravia Health and Leisure Group Pty Ltd;
- Bluefit Pty Ltd;
- Clublinks Management Pty Ltd; and
- Victorian YMCA Community Programming Pty Ltd.

The tenders submitted were all conforming tenders.

Belgravia Health and Leisure Group also submitted three alternative options as a non-conforming tender.

Company profiles are provided as Attachment 3.

2.4 Tender Evaluation Panel

As required under Council's contract administration procedures, a Tender Evaluation Panel (TEP) was formed to assess the tenders. The TEP comprised the following members:

- Co-Manager Youth, Leisure and Cultural Services (Peter Gore);
- Acting Manager Finance (James Morris);
- Coordinator Facilities (Brett Anderson);
- Coordinator Leisure Services (Bronwyn Commandeur);

- Leisure Contracts Officer (Kate Innocenti); and
- Independent Probity Advisor (Mark Warren of DFK Kidsons).

The TEP was supported by the Knox City Council Coordinator Municipal Strategic Social Planning who provided specialist advice on Social Outcomes. A summary of the report is included as Confidential Attachment 4. The TEP was also supported by an external industry professional, who provided specialist aquatic and leisure industry advice and professional support during the tender assessment process. The advice provided was based on the report prepared for Council Officers including recommendations and financial modelling of KLV. A summary of the report is included as Confidential Attachment 5. The TEP evaluation was based on assessment of the written submissions as well as an interview that was conducted on 12 November 2018.

The probity advisor makes the following summary comment in his independent report (see Confidential Attachment 6):

“The tender process has been undertaken in a manner that ensured fairness, a competitive process, transparency, and consistency.”

2.5 Evaluation Criteria and Weighting

The tenders were evaluated against the following criteria outlined in table 1 as advertised in the tender conditions, with weightings established prior to the assessment of the tender process:

Table 1. Evaluation Criteria and Weighting

Criteria	Weighting
Financial Capacity	40%
Experience of Tenderer	12%
Resources and Capacity	12%
Methodology	12%
Mission and Values – Addressing Council Requirements	12%
Customer Service	6%
Transition Plan	3%
Quality Occupational Health and Safety, and Emergency Management Systems	3%
Total	100%

2.6 Tender Evaluation Results

After considering all tender submissions and seeking additional information for clarification through interview and written requests, the evaluation panel recommends Belgravia Health and Leisure Group Pty Ltd as the preferred tenderer. The preferred tenderer provides the best financial return to Council and quality programs and activities that align with Council’s Community Plan.

The outcomes, which resulted from the panel assessment, have been presented in the confidential summary attached separately to the report as Confidential Attachment 7. Furthermore, a financial analytical report on the Belgravia Health and Leisure Group Pty Ltd financial capacity to undertake the contract is set out in Confidential Attachment 8.

2.7 Preferred Tenderer

The TEP recommends that Council accept a five (5) year, four (4) months guaranteed lump sum with a five (5) year initial term, at Council's discretion for \$6,540,841 and a capital investment of \$397,790 (Summary details are provided as Confidential Attachment 8). The tender offer was considered after the evaluation panel determined that Belgravia's conforming tender would be recommended to Council.

Belgravia Health and Leisure Group Pty Ltd has an established history and demonstrated capacity in managing and operating like facilities to KLV. This is demonstrated through their current contracts at Manningham and Banyule City Councils. Referee checks confirmed Belgravia's ability to deliver on expected financial targets and work in partnership with the LGAs to achieve contracted key performance indicators.

3. CONSULTATION

Officers from Council's Directorates of Engineering and Infrastructure, Communications and Community Wellbeing have been consulted in the development of the service specification for the facility. The TEP comprised the Co-Manager Youth, Leisure and Cultural Services, Manager Finance, Coordinator Facilities, Coordinator Leisure Services, Leisure Contracts Officer and an Independent Probity Advisor.

The TEP was supported by the Knox City Council Coordinator Municipal Strategic Social Planning who provided specialist advice on Social Outcomes. The TEP was also supported by external specialist industry providers during the tender assessment process.

Under the contract specification, the successful tenderer will be required to undertake consultation with KLV's stakeholders to ensure continuation of responsive services and programs.

4. ENVIRONMENTAL / AMENITY ISSUES

The contract specification state a number of environmental/amenity requirements that must be complied with during the term of the contract, including:

- Fulfilling contractual requirements to ensure the achievement of a visually attractive, clean and pleasant environment;
- Fulfilling requirements in relation to Council's "Good Neighbor Guidelines". The guidelines encourage amongst other things good relations by occupations of leisure facilities and nearby residents; and
- The implementation of environmental performance targets requiring the reduction in the annual consumption of water, gas and electricity in accordance with targets set in the annual environmental management plan, allowing for any consumption reasonable attributable to extended operating hours or increased patronage.

5. FINANCIAL & ECONOMIC IMPLICATIONS

The specification outlines the contract type for the management and operation of KLV. The tender is for a fixed price lump sum guaranteed net result. Any losses are the sole responsibility of the Contractor with no liability to Council.

There shall be no adjustment to the contract sum due to rise and fall in cost of wages or materials, nor due to rise and fall of fees, services and insurances, nor due to fluctuations in exchange rates during the Contract period.

Initial Contract: Term 5 years, 4 months (end 30 June 2024)

First Further Term: 5 years (ends 30 June 2029)

Second Further Term: 5 years (ends 30 June 2034)

A summary of the financial component of the proposals from each of the three (3) shortlisted tenderers is provided as Confidential Attachment 9.

The total amount to be paid to Council by the Belgravia Health and Leisure Group Pty Ltd during the term of the contract is \$6,540,841. This is represented as a guaranteed (fixed) lump sum payment of \$6,540,841 (excluding GST) for the period of five (5) years, four (4) months.

A financial health check has been undertaken for each of the shortlisted tenderers and a summary is provided as Confidential Attachment 8. The recommendations from the financial health check are to request a bank guarantee or surety bond, in the amount of 7.5% of the annual contract amount, be provided for the duration of the management agreement. Additionally, that reporting covenants be imposed requiring the tenderer to participate in an ongoing financial monitoring regime throughout the course of the contract, requiring the provision of financial information to support ongoing credit quality reviews.

Full details of Belgravia Health and Leisure Pty Ltd income, expenditure and net profit are provided as Confidential Attachment 10.

6. SOCIAL IMPLICATIONS

Council's objective for KLW is to provide a broad range of aquatic and non-aquatic fitness, leisure and well-being opportunities that are attractive and accessible to the residents of the municipality.

It will be a requirement of the successful tenderer to:

- Provide a broad range of aquatic and non-aquatic fitness, leisure and wellbeing opportunities which are attractive and accessible to the residents of the municipality and do not disadvantage any person based on gender, age, culture, disability and economic circumstances;
- Take an active role in assessing and responding to the changing needs of the community and work with Council to ensure that KLW continues to meet community expectations;
- Operate the KLW in such a way that is consistent with Knox City Council's Community and Council Plan (2017–2021), Health and Wellbeing Strategy and Leisure Plan;
- Contribute to a stronger community through the provision of social networking opportunities that promote participation in leisure activities;
- Actively assess and respond to the health and safety of patrons, staff, volunteers and contractors at the KLW; and
- Collaboratively work with council to promote Council's role and support with the provision of the health and wellbeing activities at KLW.

7. RELEVANCE TO KNOX COMMUNITY AND COUNCIL PLAN 2017-2021

Goal 6 - We are healthy, happy and well

Strategy 6.2 - Support the community to enable positive physical and mental health

Goal 7 - We are inclusive, feel a sense of belonging and value our identity

Strategy 7.3 - Strengthen community connections

Goal 8 - We have confidence in decision making

Strategy 8.1 - Build, strengthen and promote good governance practices across government and community organisations.

8. CONFLICT OF INTEREST

Under section 80c of the Local Government Act 1989, officers providing advice to Council must disclose any interests, including the type of interest.

Author – Coordinator Leisure Services, Bronwyn Commandeur – In providing this advice as the Author, I have disclosable interests in this report. I was previously employed by Victorian YMCA Community Programming Pty Ltd.

Officer Responsible – Co-Manager, Youth Leisure and Cultural Services, Peter Gore – In providing this advice as the Officer Responsible, I have no disclosable interests in this report.

9. CONCLUSION

The tender represented “best value” for Council is that submitted by Belgravia Health and Leisure Group Pty Ltd. The company has adequate resources and expertise to successfully undertake the contract specifications for the management and operation of Knox Leisureworks.

10. CONFIDENTIALITY

This report contains confidential attachments.

Report Prepared By: Coordinator Leisure Services, Bronwyn Commandeur

Report Authorised By: Director, Community Services, Tanya Clark

Attachments

Confidential Attachment 1 has been circulated under separate cover

13.1.1 Attachment 2 – Tender Specification – Contract 2350 – Management and Operation of Knox Leisureworks

13.1.2 Attachment 3 – Company Profiles (shortlisted tenderers)



KNOX CITY COUNCIL

Management and Operation of Knox Leisureworks

Contract No: 2350

SPECIFICATION

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1. DEFINITIONS

In conjunction with Clause 1.1 Definitions of the General Conditions.

In this Specification:

“the Centre”	means Knox Leisureworks. The Centre is located at Tormore Road Boronia. Site Plan provided in Appendix A Site Plan.
Capital New	means any works that create new infrastructure assets or increase the replacement or written down value of existing infrastructure assets. ¹
Capital Refurbishment / Renewal	means the replacement or refurbishment of an existing asset (or component) with a new asset (or component) capable of delivering the same level of service as the existing asset. ¹
Capital Upgrade / Expansion	means any project (including a land purchase) that extends or upgrades an asset to cater for growth or additional service levels and includes: <ul style="list-style-type: none"> • Works that improve an asset beyond its original size or capacity. • Works that increase the capacity of an asset. • Works designed to produce an improvement in the standard and operation of the asset beyond its original capacity.¹
Children	means persons under the age of 18 years.
Child Safe Standards	means the standards under Section 17(1) of the Child and Wellbeing Safety Act 2005 and Victorian Child Safe Standards 2015.
CPI	means the Consumer Price Index published by the Australian Bureau of Statistics, using the “All Groups, Melbourne” index.
Contractor	means the person who will be acting for and representing the Contracted Company on all matters pertaining to this Contract.
Contractor’s Representative	means the person or persons who will be acting for and representing the Contractor on all matters pertaining to this Contract.
Council	means the Knox City Council.
Cyclical maintenance or cyclic maintenance	means maintenance which is repeated on a periodic basis. ¹

¹ Source: The Local Government and Municipal Knowledge Base <http://www.lgam.info>

Discretionary or Planned Maintenance	means the pre-planned component of the annual building maintenance program (including building, plant and equipment and building services other than operational servicing). It comprises routine / preventative maintenance measures and amenity improvements, based on existing condition surveys, customer expectations, and industry maintenance management best practice.
Equipment and Furniture	means movable items with temporary connection or no connection to the building structure.
Expenditure	means the spending of money on goods and services. Expenditure is typically broken up into recurrent (operating and maintenance) and capital expenditure. ¹
Income	means the revenue received for the selling of goods and services and includes sponsorships (cash and in-kind) and grants.
Maintenance	means any activity performed on an asset or equipment with a view to ensuring that it is able to deliver an expected level of service until it is scheduled to be renewed, replaced or disposed of. ¹
Non-Discretionary or Reactive Maintenance	means non-planned maintenance because of breakdowns, defects or faults of building components, plant, and equipment, health and safety issues, and essential maintenance needed to satisfy statutory requirements (including building, plant and equipment and building services).
Operational Servicing	means activities necessary to keep the building “Fit for Intended Purpose” and do not change the physical nature of the assets.
Partnership / Partner	means trusting formal or informal relationship, alliance or working with others to achieve common goals.
Patron	is any person using the Centre.
Plant	means the mechanical services of the Centre and the machinery required to operate the Centre including pool water treatment.
Renewal	means any work on an asset or asset component that is of a capital nature and (attempts) to bring the asset component (or asset) back to as new condition. Renewal activities are appropriate to all assets and can involve the complete replacement of the asset (in situ) with the new asset providing the original (intended) level of service. ¹
RLSSA	means the Royal Life Saving Society Australia.

Specification	is the document describing the services required to be performed under this Contract.
Superintendent	means the person who will be acting for and representing Council on all matters pertaining to this Contract.
Superintendent's Representative	means the person who will be acting for and representing the Superintendent on matters pertaining to this Contract.

2. INTRODUCTION AND SERVICE AIM

The Service aims to provide municipal wide leisure and wellness opportunities to improve community health and wellbeing and to grow active participation across the City of Knox.

To achieve this Council seeks the services of a professional and experienced Contractor to manage and operate the Centre and respond to the Knox Council and Community Plan.

In doing so, the successful Contractor will build a partnership with Council, patrons and the Knox community and will ensure a focus on performance of programs, services and participation in formal and informal activity at the Centre, and the broader community. An emphasis will be on the promotion and diversity of programs.

2.1. Knox City Council Vision 2035

Nestled between the foothills of the Dandenong Ranges and the wetlands of the Dandenong Creek Valley, Knox has a rich natural environment and picturesque landscape, highly valued by residents and visitors alike. Knox encompasses the best of city and suburban living. From the thriving modern city vibe of Knox Central at its heart, plentiful public open spaces, outstanding civic facilities and diverse residential offerings to its leafy suburban centres with abundant space, clean air, excellent schools and good transport links, Knox is the preferred place to live, work and play today and for generations to come.²

2.2. Goals

Together with the community, Council identified eight goals as the framework for progress towards Vision 2035, and strategies for achieving them. From these the shared goals for this Service are:

- Goal 1** We value our natural and built environment
- Goal 4** We are safe and secure
- Goal 5** We have strong regional economy, local employment and learning opportunities
- Goal 6** We are healthy, happy and well
- Goal 7** We are inclusive, feel a sense of belonging and value our identity³

² Knox Community and Council Plan 2017 – 2021, Knox City Council, http://www.knox.vic.gov.au/files/Plans/Knox_Community_and_Council_Plan_2017_2021_Final.pdf

³ Knox Community and Council Plan 2017 – 2021, Knox City Council, http://www.knox.vic.gov.au/files/Plans/Knox_Community_and_Council_Plan_2017_2021_Final.pdf

2.3. Role and Focus

For each shared goal in Clause 2.2, Council identified the roles it will undertake to achieve these. The roles that most reflect the vision for this Service are defined below:

Advocate	raise awareness of the issues and needs of Knox residents, as well as initiate, support campaigns for positive change.
Partner	developing trusting formal and informal relationships and alliances and working with others to achieve common goals.
Provide	offering a range of services and support, preventative interventions, infrastructure and facilities to individuals and groups.
Educate	sharing information, raising awareness, and developing knowledge and skills to empower individuals and groups.
Plan	proactive planning for services and infrastructure which respond to current and future needs and requirements.
Regulate	providing governance and regulatory controls such as local laws and health and building controls.
Research	undertaking the collection, analysis and dissemination of quantitative and qualitative data to inform evidence-based planning, priority setting, decision-making and evaluation. ⁴

2.4. Guiding Principles

These principles are an established set of criteria which guide future planning for the City of Knox. Council will require the Contractor to adhere to these. For each shared goal in Clause 2.2, Council identified the roles it will undertake to achieve these. The principles are defined below:

Flexibility	Council is ready to adopt alternative strategies in response to changing circumstances, to enable community resilience.
Integration	Implementation should bring together a range of distinct systems and stakeholders, creating additional benefits where resources are shared and helping people to work together to achieve greater ends, giving consideration to a place-based approach to planning and delivery.
Robustness	Strategies should be well-conceived, evidence-based and able to take account of all life stages. Sustainability principles should be embedded to balance current needs with those of future generations, taking into account return on investment.

⁴ Knox Community and Council Plan 2017 – 2021, Knox City Council, http://www.knox.vic.gov.au/files/Plans/Knox_Community_and_Council_Plan_2017_2021_Final.pdf

Inclusiveness	Council encourages broad engagement, shared contribution and collaboration in community decisions, incorporating an access and equity approach.
Resourcefulness	Council recognises alternative ways to use resources, including funding and delivery, adopting a prevention and early intervention approach.
Reflection	Council draws on experience to inform future decision-making and evaluation
Foresight	Council works to identify future changes which will impact the community and use innovative and creative strategies and action to deal with change in the long term, exercising stewardship and leadership of change. ⁴

2.5. Partnering Between Council and the Contractor

Council wishes to establish a professional partnership based relationship with the Contractor. A relationship based on trust, co-operation and good will, through a strategic approach and regular dialogue to ensure the Knox Community, Council and the Contractor achieve common goals in a professional, fair and best value manner. For the Centre to achieve its full potential both parties need to be creative, innovative and flexible and continuously improve.

2.6. Description of the Centre

A description of the Centre is included in Appendix C Municipality and Centre Overview.

3. SCOPE OF WORKS

3.1. General

All works and services must be carried out in accordance with the Specification and General Conditions of Contract and to the entire satisfaction of the Superintendent.

The Scope of Works under this Contract is for:

- 3.1.1. The management and operation of Knox Leisureworks in accordance with the Contract documents, best practice and Council's sustainability policies and initiatives.
- 3.1.2. The management, operation, marketing and delivery of programs, services, activities and events for the Centre.
- 3.1.3. All works are consistent with the Knox City Council - Community and Council Plan 2017 – 2021 and subsequent revisions / updates.

3.2. Contractor Responsibilities

Council requires the Contractor to manage, operate, market and maintain the Centre to achieve the outcomes and objectives of this Contract. The Contractor responsibilities during the Term of this Contract include, but are not limited to the following:

- 3.2.1. Effectively market and promote aquatic, health and leisure programs and services to all sectors of the community.
- 3.2.2. Apply best practice and a high level of business acumen.

- 3.2.3. Research and review services to ensure continuous improvement and innovation.
- 3.2.4. Provide quality customer service to a standard that meets or exceeds patron needs in a courteous and professional manner.
- 3.2.5. Provide accurate and timely advice and information to all patrons.
- 3.2.6. Participate with Council to ensure an effective and efficient combined approach for Best Value compliance under the Local Government Act.
- 3.2.7. Ensure that its sub-contractors are fully aware of the relevant conditions of this Contract.
- 3.2.8. The management and co-ordination of day-to-day general upkeep of the Centre, grounds, water quality, Centre cleanliness and operational equipment throughout the Contract Term.
- 3.2.9. Operate the Centre during the hours specified in Appendix D Centre Operating Hours, to or above the minimum staffing levels and qualifications stated, with an emphasis on the safety and welfare of the community and employees including compliance with all relevant Statutory and regulatory requirements, Royal Life Saving Society Australia Guidelines for Safe Pool Operation and any other applicable guidelines.
- 3.2.10. In performing the Service, the Contractor must comply with and ensure that its employees, sub-contractors and agents comply with all applicable legal obligations and requirements such as any Acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to the management and operation of the Centre, OH&S, and the performance of the programs and services and endeavour to work to industry best practice.
- 3.2.11. Operate under transparent and sound financial arrangements.
- 3.2.12. Maintain an annual subscription for the RLSSA Guidelines for Safe Pool Operation for the Centre.
- 3.2.13. Ensure all services, programs, activities and events delivered to an excellent standard.
- 3.2.14. Establish processes to ensure user input and consultation is achieved.
- 3.2.15. Enforce smoking, tobacco and alcohol and illicit drugs restrictions.
- 3.2.16. Obtain all required licences and permits for operation of the Centre.
- 3.2.17. Regularly report to Council in accordance with the Contract.
- 3.2.18. Lease and / or purchase equipment and plant where required.
- 3.2.19. Insure all Contractors assets including items under lease.
- 3.2.20. Arrange for independent water quality testing to be undertaken by an accredited testing laboratory in accordance with Clause 16.1.
- 3.2.21. Remove litter from the landscaped surrounds including car parks (extent of surrounds - refer Appendix A Site Plan).
- 3.2.22. Maintain the Centre in a hygienic, clean and litter free state at all times.
- 3.2.23. Provide a rubbish collection service in accordance with the Contract.
- 3.2.24. In accordance with EPA Guidelines ensure that all deliveries and waste collection occur between the hours of 7.00am to 8.00pm Monday to Saturday and 9.00am to 8.00pm on Sundays and Public Holidays.
- 3.2.25. Support and assist Council in the delivery of the works in the approved Annual Maintenance Plan.
- 3.2.26. Cleaning of Centre surrounds and surrounding landscape areas as shown on the plan provided in Appendix A Site Plan in accordance with Clause 18.3 and Appendix O Grounds Maintenance Responsibilities.
- 3.2.27. Repair vandalism and remove graffiti.
- 3.2.28. Annually audit the Centre's assets in accordance with the Contract.
- 3.2.29. Provide the Contractor's Asset Inventory and update whenever new assets are purchased, or assets are decommissioned or sold.

3.3. Council Responsibilities

- 3.3.1. All Council and Contractor Building and Asset Maintenance Responsibilities are included in Appendix N Facility Maintenance Responsibilities.
- 3.3.2. The Council will insure all Council owned components at the Centre, as listed in Appendix L Asset Inventory - Furniture, Fittings and Equipment and Appendix M – Asset Inventory - Health Club.

4. TRANSITION REQUIREMENTS

4.1. Commencement Transition

- 4.1.1. The Contractor must implement a Commencement Transition Plan approved by the Superintendent.
- 4.1.2. The Contractor must, no less than 30 days before the Commencement Date, submit to the Superintendent a detailed Commencement Transition Plan for the Superintendent's written approval.
- 4.1.3. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 4.1.4. The Commencement Transition Plan must detail all steps and actions reasonably required to effect delivery of the Services from the Commencement Date.
- 4.1.5. Thereafter, the Contractor must implement the Commencement Transition Plan prior to the Commencement Date.
- 4.1.6. Any amendment or deviation to the approved Commencement Transition Plan must be approved by the Superintendent's Representative.

4.2. Exit Transition

If another Contractor, including the Council itself, is appointed to manage the Centre at the end of the Contract Term, the Contractor must do everything reasonably within its power to ensure seamless transition of Services. The Contractor must:

- 4.2.1. Submit to the Superintendent, no less than 30 days before the Commencement Date, a detailed Exit Transition Plan for written approval.
- 4.2.2. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval obtained.
- 4.2.3. The Exit Transition Plan must detail all steps and actions reasonably required to effect cessation of Services from the termination or expiry of the Contract by Council.
- 4.2.4. The Exit Transition Plan will address strategies to enable continuity of service delivery without any degradation in the quality of service delivery during the transition phase.
- 4.2.5. The Exit Transition Plan will detail areas including but not limited to data transfer, membership and swimming lessons information including direct debit details, pre-payments for any memberships or programs at the Centre, sub-contractors, asset management, financial management, human resource obligations, transition of assets - furniture and equipment and other areas identified by the Superintendent.
- 4.2.6. The Contractor must co-operate with and provide necessary assistance to all affected relevant parties during any transition phase (including Council and other organisations / parties).
- 4.2.7. If another Contractor, including the Council itself, is appointed to manage the Centre at the end of the Contract Term, the Contractor will make available an office or room for a period of one month prior to the end of the Contract Term

- to assist and facilitate the new management in the Commencement Transition process.
- 4.2.8. The Contractor must return all documents, databases, financial information, records, source coding for web-sites, intellectual property and materials developed for the Centre during the Contract, or those requested by Council, in the format and order required by Council upon expiry or termination of this Contract.
- 4.2.9. The Contractor must remove any equipment owned by the Contractor provided that the Contractor must make good, to the satisfaction of the Superintendent any damage caused by such removal.
- 4.2.10. Any equipment, which is not removed by the Contractor at the termination or end of the Contract Term, is deemed to have been abandoned by the Contractor. Any expense incurred by Council in removing this equipment and making good shall be withheld by Council.
- 4.2.11. The Contractor must deliver up the Centre, together with all fixtures and fittings, in the same condition that they were in at the Commencement Date, subject to fair wear and tear and any alteration and additions approved by the Superintendent or installed by Council during the Contract Term.
- 4.2.12. The Contractor must return all other assets owned by Council in the possession of the Contractor following the expiry or termination of this Contract.
- 4.2.13. Any action on the part of the Contractor, before the end of this Contract which has the effect of delaying, obstructing, damaging, misleading or harassing the operation of any successor shall constitute a breach of this Contract.

5. CONTRACT

5.1. Type of Contract

- 5.1.1. The tender shall be for a Fixed Price Lump Sum Guaranteed Net Result.
- 5.1.2. The Contract includes profit sharing opportunities.
- 5.1.3. The profit to be shared will be the amount over and above the budgeted Fixed Price Lump Sum Guaranteed Net Result. The Tender must specify how the profit share is to be divided between the Council and the Contractor. Council's proportion of the profit must not be less than 50%.
- 5.1.4. Any losses are the sole responsibility of the Contractor with no liability to Council.

5.2. Contract Term

- 5.2.1. The Contract Term is the Initial Contract Term and any period for the operation of the Contract is extended, if any.
- 5.2.2. **Initial Contract Term:** 5 years, 4 months (ends 30 June 2024)
- 5.2.3. **First Further Term:** 5 years (ends 30 June 2029)
- 5.2.4. **Second Further Term:** 5 years (ends 30 June 2034)
- 5.2.5. If Council offers, at its sole discretion, either one or both further terms, ten Council reserves the right to negotiate amendments to the Conditions of the Contract and the Specifications.
- 5.2.6. There shall be no adjustment to the contract sum due to rise and fall in the cost of wages or materials, nor due to rise and fall of fees, services and insurances, nor due to fluctuations in exchange rates during the Contract period.

- 5.2.7. Each subsequent financial year the contract sum shall be adjusted by the Consumer Price Index as published by the Australian Bureau of Statistics. The applicable index shall be for all groups CPI seasonally adjusted for Melbourne for the June quarter to June quarter of the most recent financial year. The index amount shall be applied as of 1 July.

5.3. Commencement Period

- 5.3.1. The Commencement Date for the management and operation of the Centre is as specified in the Formal Instrument of Agreement in the General Conditions of Contract.
- 5.3.2. As the Centre is currently operational, the Commencement Transition Period (Refer Clause 4.1) may include a handover from the current Centre operator prior to the Commencement Date.
- 5.3.3. All activities undertaken prior to the Commencement Date during Commencement Transition will be at the Contractor's expense.
- 5.3.4. The Contractor will be required to commence management and operation of the Centre on the Commencement Date.

6. GENERAL REQUIREMENTS

6.1. Insurance

- 6.1.1. The Council will insure the Centre, against liabilities for damage or loss by fire, flood, storm or tempest to their full insurable value. The Contractor must not do or permit anything which might vitiate or interfere with any policy of insurance in respect of the Centre, or which might prejudice any claim under such policy or render the Council liable for any increased premium on any policy of insurance in respect of the Centre.
- 6.1.2. The Contractor must provide the insurances referred to in Clause 9 Insurance and Indemnity General Conditions and adequately insure all property, including items under lease by the Contractor and all other necessary items, which the Contractor brings into the Centre in connection with the performance of the Contract. Should the Contractor fail to adequately insure any item and incurs a loss because of that action, the Contractor cannot claim that loss under this Contract.

6.2. Shut Down of the Centre

- 6.2.1. The Centre can only be closed during operational times with the prior approval of the Superintendent or in the case of an emergency.
- 6.2.2. Both the Council and the Contractor must do everything in their power to open the Centre as soon as practicable.
- 6.2.3. Both parties cannot claim loss of income against the other in the first 24 hours of the closure.
- 6.2.4. The Contractor must provide information to patrons through the Centre website, social media and Centre signage, concerning the closure including advice of the estimated length of time of closure.
- 6.2.5. In the event of an emergency requiring shutdown of the Centre the Superintendent should be contacted as soon as practical and a report detailing the incident should be provided in accordance with Clause 15.10 Immediate Contact.

6.3. Permission to Occupy

- 6.3.1. The Contractor is permitted to occupy the Centre and use Council plant and equipment so that it may fulfil its management obligations under the Contract.
- 6.3.2. This Contract does not create any interest or estate in the Centre for the purposes of this Contract.
- 6.3.3. The Contractor's permission to occupy the Centre shall terminate at the expiration or earlier termination of the Contract.

6.4. Mail and Central Records Management Services

- 6.4.1. All incoming letters and mail to the Contractor are to be directed to the Centre.
- 6.4.2. The Contractor must maintain its own records management and filing system at the Centre.

6.5. Use of Stationery with Letterhead

- 6.5.1. The Contractor must not use the Council's corporate letterheads.
- 6.5.2. All correspondence with patrons, clients and other external bodies and agencies by the Contractor is to be communicated under an agreed dual letterhead.
- 6.5.3. All dual letterhead stationery must be provided by the Contractor and comply with the identity standards approved for the Centre.
- 6.5.4. An agreed co-branding guide will be developed in partnership with the Contractor.

6.6. Advice to Council

- 6.6.1. The Contractor may be requested from time to time to provide advice to Council in areas associated with the management and operation of the service, including but not limited to the following information:
 - a. Advice on the management and operation of the service.
 - b. Advice on capital development of the Centre or Centre improvements.
 - c. Advice on maintenance of the Centre, building, plant and equipment.
 - d. Advice on programs and services development.
 - e. Advice on policy development related to the service.
 - f. Advice in relation to a customer request or complaint.

6.7. Partnerships

- 6.7.1. The Contractor shall develop partnerships and co-operative working relationships with:
 - a. Knox City Council.
 - b. Key industry organisations.
 - c. Municipal businesses, health service providers and other professional organisations
 - d. Municipal area education providers, community clubs and organisations; and any
 - e. Other relevant organisations.

6.8. Capital Works by the Contractor

- 6.8.1. Council will consider requests by the Contractor for proposed Capital Improvement Works during the Contract Term. Such works may be fully funded by the Contractor, or the Council or jointly. The Contractor acknowledges that the Council is under no obligation to and has given no commitment to fund or co-fund any proposed Capital Improvement Works.
- 6.8.2. The Contractor will be required to provide a business case for proposed Capital Improvement Works in a format as specified by the Superintendent.
- 6.8.3. Capital Works Undertaken by the Contractor
 - a. Council will retain the responsibility for the supervision of all approved Capital Improvement Works. Council reserves the right to impose any conditions as are deemed necessary.
 - b. No Capital Improvement Works or detailed planning associated with them may be undertaken without Council's written approval.
 - c. All Capital Improvement Works constructed during the Contract Term by or on behalf of the Contractor will become Council's absolute property at the end of the Contract Term.
 - d. The Contractor will use all reasonable endeavours to ensure that works will be scheduled to minimise disruption to services.
- 6.8.4. Capital Works by Council:
 - a. Council may undertake Capital Improvement Works within the Centre.
 - b. The Council will use reasonable endeavours to ensure that works will be scheduled to minimise disruption to services.

6.9. Alterations or Additions to the Centre

- 6.9.1. The Contractor must not, without the prior written consent of the Superintendent:
 - a. Erect any equipment, partitions, signage, fixtures or fittings, cause or permit to be made any alteration to the Centre or any part thereof.
 - b. Not alter or change the lock and key system or other security systems.
 - c. Remove or permit to be removed from the Centre any of the items referred to in Appendix L Asset Inventory – Furniture, Fittings and Equipment and Appendix M Asset Inventory – Health Club.
 - d. Alter or interfere with the Centre or their surrounds, including gas, electricity, water supply, sewerage, drainage, telephone and data services, plant, machinery, furniture and equipment.
- 6.9.2. Any alterations or additions which have been approved in writing by the Superintendent must be carried out in accordance with approved plans and specifications and by qualified Contractors approved by the Superintendent.
- 6.9.3. At any time, if so required by the Superintendent, the Contractor must remove any alterations and additions made, which were not approved in writing by Council. The Contractor must make good any damage occasioned to the Centre or surrounds by such removal and reinstate the Centre and its surrounds to its former condition.

6.10. Rectification of Services Where No Approval Obtained

- 6.10.1. If any alterations or additions to Services which require approval under Clause 6.9 are undertaken without that approval, the Contractor must bear all responsibility for such Services.

- 6.10.2. This responsibility includes the complete removal and / or rectification of Services to conform to the required standards and acceptance of liability for any damage that may arise.

6.11. Permitted Use of the Centre

- 6.11.1. The Contractor must not use, or permit to be used, the Centre for the following uses under the Contract:
- a. For any illegal, immoral, objectionable, noxious, noisy or offensive purpose nor for any act which may be an annoyance, nuisance or inconvenience to Council or any other person; or
 - b. For any purpose other than the provision of services as agreed under the Contract without the prior written consent of the Superintendent.

6.12. Council Policies, Plans and Strategies

- 6.12.1. The Contractor must comply with all relevant policies, plans and strategies of Council during the Contract Term as detailed in Contract documentation and listed in Appendix E Council Policies, Plans and Strategies.

6.13. Child Safety

- 6.13.1. The Contractor must, in performing the Services, comply with the requirements of applicable Laws, Regulations or Standards in relation to child safety including but not limited to compliance with those requirements applicable to Category 1 organisations within the *Child Wellbeing and Safety Act 2005* (as amended) and Victorian Child Safe Standards (2015).

6.14. Statutory / Legislative Compliance / Obligations of the Contractor

In managing and operating the Centre, the Contractor must comply with and ensure that its employees, sub-contractors and agents comply with all applicable legal obligations and requirements such as Acts, regulations, local laws, codes of practice and Australian Standards. The performance of the programs and services should work to industry best practice.

7. PLANNING AND BUSINESS MANAGEMENT

7.1. Plan and Strategy Approval

- 7.1.1. The Contractor will be required to submit a number of Plans and Strategies as part of the Annual Business Planning process and other plans or strategies for the Service.
- 7.1.2. All plans must be submitted to the Superintendent by 1 September each year unless otherwise specified in the Contract documents.
- 7.1.3. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 7.1.4. The Superintendent must approve any amendment or deviation to the agreed Plans and Strategies.

7.2. Service Strategic Plan

- 7.2.1. The Contractor must develop a four (4) year Service Strategic Plan in an agreed format.

- 7.2.2. The Contractor must, 30 days prior to the Commencement Date, submit to the Superintendent, the initial Service Strategic Plan for approval.
- 7.2.3. The Contractor's Representative and the Superintendent will review the plan on an annual basis to ensure that it continues to align with and respond to the policies, plans and strategies and directions of Council and the Contractor will update as agreed.

7.3. Annual Business Plan

- 7.3.1. The Contractor must develop an Annual Business Plan for the Centre in an agreed format.
- 7.3.2. The initial Business Plan will be for the period concluding on 30 June 2020 (1 March 2019 – 30 June 2020).
- 7.3.3. The Business Plan will detail all programs and strategies to be implemented in the forthcoming financial year. The Contractor must liaise with the Superintendent during the development of the Plan to ensure that the objectives of Council within this Contract are achieved through the planning process.
- 7.3.4. The Plan must contain:
 - a. Annual budget and provide copies of any research, evidence and reports that have contributed to this process.
 - b. Outline links to key performance indicators and targets in accordance with Clause 19.6.2 Key Performance Indicators.
 - c. Marketing Plan and Market Research.
 - d. Human Resource Plan, incorporating the Training Plan.
 - e. Operational Maintenance Plan.
 - f. Equipment Maintenance and Replacement Plan.
 - g. Programs and Services Plan which includes in-Centre and satellite proposals for new programs, activities, partnership initiatives and estimates of proposed usage by activity component.
 - h. Occupational Health and Safety and Risk Management Plan.
 - i. Environmental Management Plan.

7.4. Operational Maintenance Plan

- 7.4.1. The Contractor must provide the Superintendent with an Operational Maintenance Plan in accordance with Clause 7.1 Plan and Strategy Approval.
- 7.4.2. The Plan must be in accordance with Appendix N Facility Maintenance Responsibilities.

7.5. Business Continuity Plan

- 7.5.1. The Contractor, with guidance from the Council, must develop a Business Continuity Plan in accordance with Council format and Australian Standard HB 221 – 2004 Business Continuity Management, to be approved by the Superintendent at least thirty (30) days prior to the Commencement Date.
- 7.5.2. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 7.5.3. The Business Continuity Plan must include methods of dealing with major issues which may affect the ability of the Contractor to perform the Services. The plan is to address, but not be limited to:
 - a. The supply of gas, water, electricity and other services.
 - b. Major emergency scenarios that may eventuate.

- 7.5.4. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 7.5.5. The Contractor must ensure that its Business Continuity Plan is reviewed and updated as is reasonably required by the Superintendent.

8. MARKETING

8.1. General Information

- 8.1.1. To maximise the health and community benefits available, the Contractor is required to generate high level of awareness and local marketing presence. This will be achieved through the development and implementation of an Annual Marketing Plan.
- 8.1.2. The Contractor's marketing and promotional activities will aim to generate improved participation in all aspects of Centre performance and will ensure opportunities are known in the wider community.

8.2. Market Research

- 8.2.1. In order to deliver a high-quality service that meets community needs and provide maximum community benefit, the Contractor must have a strong understanding of the Knox community including those who live, work and play in the City. The Contractor must:
 - a. Understand the local community, its demographics, recreation, leisure and lifestyle needs.
 - b. Respond to, satisfy and meet the needs of the community.
 - c. Undertake an annual catchment analysis to facilitate an accurate positioning of the Centre.
 - d. Complete a gap analysis and identify opportunities in programs and services.
 - e. Council will provide community data and information, where available, to assist the Contractor in completing or updating the analysis. The Contractor will be required to source additional information to complete this analysis.
- 8.2.2. Benchmarking
 - a. The Contractor must maintain an annual subscription for CERM PI Project and participate in the CERM PI Annual Operational Management Benchmarks for the Centre.
 - b. Results with explanations and actions will be incorporated in the Annual Marketing Plan and other relevant plans as appropriate, and reported against in the Monthly and Annual Reports.
 - c. The cost of the benchmarking will be borne by the Contractor.

An allowance for Benchmarking must be included in Marketing in Tender Schedule 4.4.

8.2.3. Customer Experience Research

- a. The Contractor must undertake market research in order to stay informed of the changing needs and satisfaction levels of the community Centre members and patrons.
- b. This research will take various forms but will be in accordance with Clause 13.5 Customer Satisfaction.

An allowance for market research must be included in Marketing in Tender Schedule 4.4.

8.3. Annual Marketing Plan

- 8.3.1. The Contractor must develop, implement and maintain a comprehensive Annual Marketing Plan.
- 8.3.2. The Plan will detail proposals for marketing and promotional activities including but not limited to:
 - a. Marketing Research.
 - b. Review of previous year's marketing and promotional activities and an evaluation of cost and participation.
 - c. Social media presence.
 - d. Strategies, to attract new patrons and improve customer retention.
 - e. Program of market and publicity activities including outcomes sought, timelines and evaluation methods.

8.4. Advertising and Promotion

- 8.4.1. The Contractor shall target a diverse range of the community to promote the service to current and non-service patrons and increase service profile.
- 8.4.2. The Contractor must keep a record of all promotional literature, notices, advertisements, media advertising and commercials for the Centre and its Services.
- 8.4.3. The Contractor shall be responsible for all publicity and promotional material for the Centre for the duration of the Contract Term.
- 8.4.4. The Contractor must work with Council's Communications and Leisure Services Unit's in the development of any new website or new social media.
- 8.4.5. The Contractor shall be responsible for the distribution of all publicity and promotional materials and all costs associated with publicity and promotional materials.
- 8.4.6. The Contractor must ensure that the Centre logo and name and Council logo appears on all marketing materials in the agreed order format.
- 8.4.7. The Contractor may promote its own identity, whilst ensuring equal identity and branding to Council as the owner of the Service.
- 8.4.8. The Contractor must take all reasonable care to ensure that all advertising and promotional material:
 - a. Complies with the approved Annual Marketing Plan.
 - b. Acknowledge Council as the owner of the Centre.
 - c. Do not cause offence or embarrassment to patrons or the community.
 - d. Do not bring the Council into disrepute.
 - e. Do not contain a message that may be construed as discriminatory.
 - f. Is an accurate and fair representation of the goods or services being promoted.

- 8.4.9. The Contractor must promote the Weather Policy for the seasonal outdoor pools in accordance with Appendix D Centre Operating Hours.

An allowance for advertising and publicity must be included in Marketing in Tender Schedule 4.4.

8.5. Signage

- 8.5.1. Any proposed signage both inside or outside the Centre must be approved by the Superintendent before any agreements being signed.
- 8.5.2. The Contractor must apply for and obtain any required permits and approvals relevant to any signage.
- 8.5.3. The Contractor shall provide signs and banners promoting special events and activities.
- 8.5.4. If directed by the Superintendent, the Contractor must, prior to 30 days before the end of the Contract period, remove all such signs, advertisements, posters, etc. displayed or affixed to the Centre and reinstate the site to its former standard. The cost of these works will be borne by the Contractor.
- 8.5.5. Permanent Signage
- a. Permanent signage shall only bear the name and logo of the Centre, Council and Contractor's logo and key aspects of the Centre e.g. 'aquatic centre'. The addition of the Contractor's logo to existing signage will be subject to the Superintendent's approval and will be at the Contractor's cost.
 - b. The Contractor shall immediately notify the Superintendent where the condition or appearance of any permanent signage has, in the opinion of the Contractor, deteriorated to an unacceptable level.

8.5.6. Temporary Signage

- a. The Contractor shall, upon approval by the Superintendent be permitted to erect temporary signage in relation to the promotion of any program, service, activity, event, special project or community information display.
- b. The Contractor shall submit 30 days prior, a written request for temporary signage to the Superintendent detailing:
 - i. activity or activities to which the temporary signage relates;
 - ii. purpose, benefits and proposed location/s;
 - iii. form, content and design of the temporary signage; and
 - iv. period to be displayed.
- c. The Superintendent shall notify the Contractor within 5 business days of receiving any such request as to the approval, or otherwise, of the request.
- d. The Superintendent may direct the Contractor to amend the proposal, and the Contractor shall abide by any such direction. The Contractor shall resubmit any amendments.
- e. The Contractor shall ensure any temporary signage is erected, displayed and removed in accordance with the conditions of approval.
- f. The cost of temporary signage will be at the Contractor's expense.

8.6. Corporate Identity and Branding

- 8.6.1. The Centre is an extension of Knox City Council and services the community, and therefore, all marketing and branding materials will recognise Council as the owner of the Service.
- 8.6.2. The Contractor must display the recognised Knox Leisureworks and Council logo in the entrance and any other areas within the Centre in the agreed format. The service identity must be consistent and cohesive with the overall Knox City Council corporate identity.
- 8.6.3. Only agreed logos, colour schemes and templates may be used by the Contractor in connection with the Service.

8.7. Sponsorship, Partnerships and Grants

- 8.7.1. Any sponsorship, partnership or grants, including the contractual terms thereof, will be subject to the Superintendent's written approval.
- 8.7.2. Council may require the Contractor to terminate a sponsorship, partnership or grant at any time and the Contractor must comply immediately.
- 8.7.3. The Contractor must notify the Superintendent, immediately, of any matters arising from a sponsorship, partnership or grant which may affect, the Services or the Council.
- 8.7.4. Income derived from any sponsorship, partnership and grant is to be included as operational income in Monthly, Quarterly and Annual Financial Performance Reports (Refer Clauses 9.11, 19.7 and 19.8) for the Centre.
- 8.7.5. Any supplier's rebates or in-kind savings associated with this Contract are to be reflected in the in Monthly, Quarterly and Annual Financial Performance Reports (Refer 9.11, Clauses 19.7 and 19.8) for the Centre.
- 8.7.6. Council reserves the right to exclude any sponsorship, partnership or grant that could involve Council in a controversial issue or exposure to adverse criticism.
- 8.7.7. A sponsor or partner whose products or services are at odds with the Council's duty of care, aims or objectives are regarded as being inappropriate will not be accepted.
- 8.7.8. The Contractor will not form partnerships, if the sponsorship is to promote any of the following:
 - a. Cigarettes
 - b. Alcohol
 - c. Gaming
 - d. Sex Products
 - e. Prostitution
 - f. Political parties
 - g. Religious organisations.
 - h. Portrays a negative emphasis on gender, race sexual preference, religious belief, marital status or physical or mental disability.
- 8.7.9. In all instances the Council reserves the right to not accept the sponsorship, partnership or grant.
- 8.7.10. Sponsorship by its nature is a separate commercial arrangement. It will not be used to influence Council decision making in other areas of operation.
- 8.7.11. All sponsorship and partnership activity are to be approved by the Superintendent prior to canvassing potential sponsors to ensure no conflict of interest with other areas of Council operations.
- 8.7.12. Any commitment with sponsors, partners or grant providers extending beyond the Contract Term, must have prior written approval from the Superintendent.

- 8.7.13. The Contractor is not eligible to apply for Knox City Council grants or sponsorship for the provision or operation of this service, including programs, services, activities or events conducted at the Centre or any off-site venue.

8.8. Website, Social Media and Technology

- 8.8.1. In partnership with Council's Leisure Services and Communications Units, the Contractor shall establish and maintain a website and social media pages, outlining information about the Centre, the programs, services, activities and events to ensure up to date information is available for the community.
- 8.8.2. The website and social media pages must acknowledge on the home page the ownership of the Centre by Council and the provision of the Centre as a service to the community. Wording of the acknowledgement must be in the agreed format. The website and social media home page must prominently display the Centre and Council's logo.
- 8.8.3. Administration of any social media platforms will be transferred to Council and / or the new Contractor upon expiry or termination of this Contract at the Contractor's cost.

8.9. Information to the Public

- 8.9.1. The Contractor shall be responsible for the provision of information about the Centre and its programs, services, activities and events for the duration of the Contract Term and shall answer all public enquiries.
- 8.9.2. The Contractor shall provide to the public a professionally developed answering service with up to date information during times when the Centre is closed to the public in accordance with Appendix D Centre Operating Hours.
- 8.9.3. The Contractor shall ensure that all staff have a sound knowledge of the service and are able to deal with all public enquiries, efficiently and effectively.
- 8.9.4. Council may answer public enquiries concerning the service or the Centre that come through to Council. The Contractor may be requested to provide information to assist Council in responding to any enquiries or be required to respond directly to the enquiry.
- 8.9.5. The information will be provided to the Superintendent within the timeframe stipulated at the time of the request.

8.10. The Media

- 8.10.1. The Contractor must not without prior consent of the Superintendent make any statement or provide any information to the public and / or media in relation to any incident at the Centre.
- 8.10.2. The Contractor must, when performing the Services, adhere to Council's Media Policy.
- 8.10.3. The Contractor must use all endeavours to ensure no adverse comments in media in relation to aspects of the Centres operations.

9. FINANCIAL MANAGEMENT AND RESPONSIBILITIES

9.1. Financial Requirements - Context

- 9.1.1. The Contractor must comply with the provisions of all relevant laws relating to Council's financial obligations or keeping of accounts by Council.
- 9.1.2. The Contractor must establish and implement financial procedures and policies that can be audited to demonstrate sound management practice in relation to the approach, collection, management, banking and distribution of financial resources can be demonstrated.

- 9.1.3. The Contractor must:
- a. Establish authorising and recording procedures to provide effective control.
 - b. Have clearly defined lines of authority and responsibilities for financial tasks by the Contractor.
 - c. Operate in accordance with the current applicable Australian Accounting Standards.
 - d. Prepare an Annual Budget as part of the Annual Business Plan for the Centre.
 - e. Report and explain any variations within 10% above or below income and expenditure of the approved budgets in monthly, quarterly and annual reports for the Centre, providing any relevant supporting documentation.
 - f. Fully participate and make available all information as part of Council's internal and external auditing requirements.
- 9.1.4. The Contractor must at all times allow the Superintendent and the Superintendent full access to the Centre for the purposes of inspecting and auditing the Centre including random cash audits or spot checks of income collected against income recorded.

9.2. Income

- 9.2.1. The Contractor must collect all income in accordance with the fees and charges approved by the Superintendent.
- 9.2.2. The Contractor will be responsible for the collection of all fees and charges generated from the use of the Centre, provision of all programs and services including those at satellite locations under this Contract.
- 9.2.3. Upon payment of fees and charges, the Contractor shall issue a receipt appropriate to the category of usage.
- 9.2.4. The Contractor must use an agreed cash handling system computerised point of sale system for all income. The system must provide transparent financial accountability for all income received.
- 9.2.5. Before the Contractor collects payment for services which give patrons the right to use the Centre beyond the life of this Contract, the Contractor must obtain the approval of the Superintendent.
- 9.2.6. All income collected in advance for services or use of the Centre after the conclusion of this Contract are to be reconciled and audited as per the current applicable Australian Accounting Standards.
- 9.2.7. Upon completion of the reconciliation and audit, forward all documentation together with the income collected in advance for services or use of the Centre after the conclusion of this Contract to the Superintendent immediately upon the expiry or termination of this Contract.
- 9.2.8. Security and Responsibility for all Income Received
- a. The Contractor must maintain adequate fidelity guarantee insurance for the life of the Contract to ensure Council incurs no loss should an employee of the Contractor steal any income received.
 - b. The Contractor must show proof of this insurance to the Superintendent when requested.
 - c. The Contractor must implement cash handling procedures that protect the safety of staff and limit the opportunity for theft.

9.3. Banking

- 9.3.1. The Contractor is responsible for regularly banking of all income received into an account in the name of the Contractor.
- 9.3.2. The Contractor is responsible for all bank fees, charges and taxes and other requirements associated with the maintenance of any such account and all costs associated with the security, insurance and transportation of all monies.

9.4. Profit Sharing Restrictions

- 9.4.1. When preparing the annual profit/loss statement for the Centre the following costs incurred by the Contractor must not be included in the operational costs for the purpose of this calculation:
 - a. Losses incurred by failing to insure its assets or cash collected at the Centre.
 - b. Costs to make and remove alterations and additions made at the Centre without the Superintendent approval.
 - c. Cost to rectify services and the damage caused when the relevant service authority approval was not obtained.
 - d. Costs and losses incurred if the Contractor's staff steal the Centre's income.
 - e. Costs of repairing damage caused by non-conformance with manufacturers and suppliers' warranties and direction.
 - f. Costs associated with the removal or termination of staff.
 - g. Losses incurred due to operational interruption caused as a result of Contractor error or failure to comply with Contract requirements including requirement to service and maintain plant and equipment.
 - h. Costs not approved by Council.

9.5. Payment of Profit to the Other Party

- 9.5.1. The Contractor must submit an audited profit/loss statement by 1 September each year for examination by the Superintendent.
- 9.5.2. Council will not share any loss. Only profit shall be shared with Council.
- 9.5.3. Within 30 days of both parties agreeing on the value of the profit payment, the payment will be made to the Council.

9.6. Fees and Charges

- 9.6.1. The current Fees and Charges are provided in Appendix F Fees and Charges.
- 9.6.2. Annual Fees and Charges Review
 - a. In setting fees and charges Council officers will consider the market characteristics associated with the Knox community.
 - b. The Contractor shall review all fees and charges and make recommendations on the structure and value of the fees and charges to the Superintendent for the following financial year by 1 September each year.
 - c. Council will review the recommendations and inform the Contractor as to the endorsed fees and charges.
 - d. Council will approve all fees and charges at its sole discretion.
- 9.6.3. Concessions

- a. The Contractor must include the opportunity for disadvantaged individuals and groups to gain admission through the payment of concession fees set by Council.
 - b. Any patron presenting a Health Care Card, Student Card, Pensioner Concession Card issued by Veterans Affairs and Centrelink, and Seniors Card will be eligible for a concession rate of entry and membership.
 - c. The Contractor is required to accept carers who hold a 'Companion Card' into the Centre at no charge when accompanying and assisting a person with a disability.
 - d. Council will consider the rates of concession through the annual fees and charges review and from time to time may direct the Contractor to offer concession rates to identified segments of the community.
- 9.6.4. Display of Charges
- a. The Contractor must accurately display all entry charges prior to and at the point of entry and must provide patrons with at least 30 days written notice prior to any proposed changes in pricing becoming effective, including notification to all regular patrons.

9.7. Memberships and Visit Passes

- 9.7.1. The Contractor will honour existing membership schemes for the Centre allowing members full entitlements until the expiry date of their membership.
- 9.7.2. Any prepaid membership fees collected by the current operator which cover the period after the Commencement Date shall be recovered by Council and paid to the Contractor.
- 9.7.3. The Contractor must honour all existing arrangements with members and must not attempt to renegotiate any price in relation to a prepaid membership fee.
- 9.7.4. At the expiration of their membership term each existing member shall be entitled to renew their membership without the payment of any joining, enrolment or administration fee.
- 9.7.5. The Contractor must establish and maintain terms and conditions of membership approved by the Superintendent in accordance with the annual fees and charges review and which are consistent with the Principles in Clause 2.4, the Contractor's obligations and this Specification generally.
- 9.7.6. The membership terms must include a provision that enables the assignment of the membership and any payment arrangements to the Council or its nominee following the expiry or termination of this Contract.
- 9.7.7. Current approved membership categories and arrangements are provided in Appendix H Membership Categories.
- 9.7.8. The Contractor will honour all valid visit passes presented by patrons for use of the Centre allowing holders their full entitlements until expired/used.
- 9.7.9. The structure of memberships, visit passes and the associated costs of such will be reviewed annually in accordance with the annual fees and charges review.

Any other membership or visit pass categories not listed in Appendix G Membership Categories can be proposed by the Tenderer and must be included in Tender Schedule 4.4, but are subject to Council approval.

9.8. Authority Charges

- 9.8.1. Council will be responsible for maintaining the connection of all utilities.

- 9.8.2. Council will be responsible for the payment of statutory authority charges comprising water, gas and electricity for the Centre.
- 9.8.3. The Contractor will be responsible for payment of trade waste.
- 9.8.4. Consumption
- a. The Contractor must use reasonable endeavours to reduce the consumption of water, gas and electricity at the Centre.
 - b. In the event that consumption of water, gas or electricity at the Centre exceeds historical consumption volumes, measured annually at 30 June the costs of any excess consumption volume, will be recoverable from the Contractor and cannot be included as an operational expense.
 - c. Council will report consumption volumes to the Contractor on a monthly, bi-monthly or quarterly basis dependent on availability. Historical consumption volumes refer Appendix R Utilities Data.
 - d. The costs associated with an increase in consumption of water, gas or electricity that is determined by the Superintendent to be a result of the failure, breakdown, fault or defect in buildings, plant or equipment that is Council's responsibility in accordance with this Specification and Contract, shall be borne by Council unless the failure, breakdown, fault or defect is determined by the Superintendent to have resulted from:
 - i. the negligence of the Contractor or its employees, sub-contractors or agents;
 - ii. the required servicing and maintenance in compliance with the manufacturers, suppliers and installers warranties and instructions has not been undertaken by the Contractor;
 - iii. damage caused by the actions of the Contractor or its employees, sub-contractors or agents; or
 - iv. wilful damage caused by other persons whose actions the Contractor or its employees, sub-contractors or agents should have been able to control (including patrons),

in which case the increased costs shall be borne by the Contractor.
 - e. If the Council has assumed the role of account holder and excess consumption payments are due to be paid to Council, Council will send a tax invoice to the Contractor who must pay Council within 30 days of issue of the invoice.

9.9. Telephones and Internet

- 9.9.1. The Contractor is responsible for all ongoing telephone charges including call charges, rental and service fees incurred from the Commencement Date to the expiry or termination of this Contract.
- 9.9.2. The Contractor must provide at its expense a mobile telephone to allow contact by the Superintendent.
- 9.9.3. Any additional requirements for telephone and data connections of the Contractor will be subject to the approval of the Superintendent and at the Contractor's cost.

An allowance for telephone and internet expenditure must be included in Tender Schedule 4.4.

9.10. Financial Records

- 9.10.1. The Contractor must retain copies of all receipts issued, including cash register receipts, cash books, invoices received, payments issued and all other financial records for the Contract Term.
- 9.10.2. All such records shall be provided to Council at the expiry of the Contract Term, or upon the earlier termination of this Contract.
- 9.10.3. The Contractor shall ensure that all documents are stored in an organised and secure manner.
- 9.10.4. The Contractor shall make these records available for review by the Superintendent within five (5) business days of any request being made by the Superintendent.
- 9.10.5. The Contractor shall provide all relevant documents, records and explanations and otherwise assist in the discharge of any such review to the satisfaction of the Superintendent.

9.11. Financial Reporting

- 9.11.1. The Contractor shall provide the Superintendent with financial reports for the Centre in accordance with Clause 19 Performance and Reporting, that shall include without limitation:
 - a. A monthly full profit and loss statement for the Centre, itemised to the satisfaction of the Superintendent, and an explanation for any variation of 10% variance or greater from budgeted profit or loss forecasts. Month and year to date totals compared to the previous year must be included.
 - b. Quarterly full financial report for the Centre, itemised to the satisfaction of the Superintendent, and an explanation for any variation of 10% variance or greater from budgeted profit or loss forecasts. Month and year to date totals compared to the previous year must be included.
 - c. An annual financial report in accordance with the reporting requirements detailed in the Local Government Performance Reporting Framework, Australian Accounting Standards and all other applicable financial reporting standards.
- 9.11.2. The Contractor shall provide these reports to the Superintendent to be received by the 5th day of each month in the agreed format.

9.12. Competitive Neutrality

Council is a party to the National Competition Policy Agreement between all levels of Government. Council must comply with the obligations imposed by these agreements which can inhibit some aspects of the operation of the Centre. Council is bound to ensure that it operates all its facilities on the same level playing field with its competitors. Council needs to consider competitive neutrality issues when approving fees and charges and the marketing of the services provided at the Centre.

9.13. CPI Adjustments to Tender Prices

- 9.13.1. CPI Rise and Fall Adjustments to the Contract Price
 - a. Until 30 June 2020, the Fixed Price Lump Sum Guaranteed Net Result will not be subject to CPI price adjustment for rise and fall in prices.
 - b. The Fixed Lump Sum Guaranteed Net Result is subject to CPI price adjustment for rise and fall in prices annually commencing 1 July 2020

to 30 June 2021 and then for each subsequent year of the Contract Term.

- c. The CPI for the calculation of adjustment to payments shall be the CPI for the preceding financial year.
- d. As any price variations cannot be fixed until the CPI is available from the Australian Bureau of Statistics, it may not be possible to adjust the rates at the required date.
- e. Any payment made at the old rate, due to the CPI not being available, will be adjusted as soon as practicable after the CPI is available. Back payment of any outstanding moneys will be made as soon as the adjusted payment schedule is known, and no interest will be paid on any outstanding money.

10. STAFF MANAGEMENT

10.1. Staffing Requirements

The Contractor will:

- 10.1.1. Be responsible for all aspects of staffing the Centre. This includes all costs associated with recruitment, engagement, training, scheduling and payment of all conditions of employment for all staff.
- 10.1.2. Comply with all legal and statutory obligations to the Contractor's staff and work in accordance with federal and state employment and industrial relations legislation and to industry best practice.
- 10.1.3. Implement a suitable management structure for the Centre and employ managers qualified and experienced in managing similar facilities.
- 10.1.4. Advertise vacant positions at the Centre via local media sources in addition to any other sources deemed appropriate.
- 10.1.5. Comply with all relevant policies of Council with respect to the Contractor's Staff. (Refer Clause 10.8)
- 10.1.6. Develop and maintain approved staff and training registers listing all individual members of staff. The Contractor will make such records available to the Superintendent upon request.
- 10.1.7. The register will include details of staff rosters, staff training (including onsite and incident training) and qualifications, including expiry dates and any other details relevant to the performance of the Services.
- 10.1.8. Maintain staff accident and incident records.
- 10.1.9. Ensure that all staff appointments do not extend beyond the Contract Term and that letters of offer issued, and contracts of employment entered into by the Contractor support this.
- 10.1.10. Prior to the Commencement Date submit a list of emergency call out details for the Contractor's Representative, Centre Manager and key contacts to be contacted in an emergency. The Contractor must ensure that any charges to these details are notified to the Superintendent by the Contractor within 24 hours.
- 10.1.11. Allocate a Contractor's Representative available to the Council to deal with contractual issues. (Refer to Clause 2.5 Contractor's Representative General Conditions)
- 10.1.12. The Contractor's Representative must have appropriate experience and knowledge to work at a strategic level and guide the Contractor's staff.
- 10.1.13. The Centre Manager or appropriate personnel of the Contractor will be invited to be a member of appropriate Council Reference Groups as agreed.

10.2. Staffing Levels

- 10.2.1. The Contractor will employ sufficient numbers of qualified, accredited, experienced and competent staff to:
 - a. Effectively fulfil the obligations of the Contract in accordance with statutory obligations, guidelines and industry best practice.
 - b. Ensure that the standards are maintained with respect to customer service, plant and equipment operations, maintenance, aquatic, leisure and health and wellness programs, service development and delivery, supervision and safety.
- 10.2.2. The Contractor must follow the RLSSA Guidelines of Safe Pool Operation when managing and operating the Centre.
- 10.2.3. The Contractor must ensure that when the Centre is open to the public:
 - a. There are an appropriate number of staff on duty at any given time to resource the activities and programs taking place within the Centre or at any satellite venue. This is to ensure quality service standards and the safety of patrons and staff is maintained at all times.
 - b. There are in attendance, sufficient staff possessing the necessary management and supervisory skills who are empowered to make any decision necessary to ensure the safety of the public, staff and the Centre (Duty Managers must be readily identifiable by the public for this purpose).
 - c. Lifeguards (having the necessary specified qualifications set out in table in Clause 10.3.4) provided to supervise the various pools according to the ratios set out in the RLSSA Guidelines and Life Saving Victoria audits.
 - d. That contingency plans are in place to ensure that situations such as staff illness do not interrupt or diminish service delivery and provision.
- 10.2.4. The Contractor must ensure they meet additional supervision requirements when patronage increases or for any group or other bookings in accordance with RLSSA Guidelines of Safe Pool Operation and Life Saving Victoria or other regulatory Centre audits.
- 10.2.5. At all times, staff supervising the aquatic areas are to be responsible only for the supervision of the water areas and shall not be allocated other duties including pool tests whilst supervising the water areas.
- 10.2.6. The Contractor must ensure that its staff fully co-operate with the Superintendent in the investigation of complaints, disciplinary matters involving the Contractor's staff, claims for damages and other matters, including investigation and prosecution of criminal offences.
- 10.2.7. Council requires the minimum staffing requirements at all times.

Area	Minimum Requirements
Aquatic Areas	a) Ensure there are a minimum of three (3) qualified pool lifeguards on duty within the Centre at all times while any pool is available for use. b) At all times that any pool is available for use, there must be at least two pool lifeguards supervising the aquatic area as per RLSSA Guidelines. c) At least one pool lifeguard must remain easily contactable, using radio communication systems to provide immediate help and assistance to the other pool lifeguards in an aquatic area. d) the Contractor's shall ensure that there are a Duty Manager and the minimum number of qualified lifeguards are on duty at all times.
Outdoor Areas / Pools	a) At all times that any outdoor pool area is available for use, there must be at least two pool lifeguards supervising the aquatic area as per RLSSA Guidelines.
Customer Service	a) A minimum of one staff member must be visible at customer service counter during staffed operating hours to manage phones, public access and to enact a Centre closure or evacuation if required. (Operating hours are detailed in Appendix D Centre Operating Hours)
Health Club	a) A minimum of one staff member must be present in the health club at all times during staffed operating hours. (Operating hours are detailed in Appendix D Centre Operating Hours) b) Visible signage to be displayed advising members and patrons of instructors conducting assessments and emergency procedures.
Café	a) A minimum of one café staff member must be present in the café / servery area while in use.
Child Care	a) Minimum staff requirements must comply with Children's Services Regulations (2009) and the Children's Services Act 1996.

10.3. Staff Qualifications

- 10.3.1. The Contractor must meet its obligations to staff at the Centre and undertake workplace obligations to industry best practice.
- 10.3.2. The Contractor's must, without limiting its obligations, obtain clearance through a Working with Children Check and Police Check for all staff engaged at the Centre prior to commencement of employment.
- 10.3.3. The Contractor must remove any staff with expired qualifications or expired Working with Children Check from the roster immediately and not re-instate them until proof of renewal is presented.
- 10.3.4. The Contractor must ensure that the Contractor's staff (including any staff members in acting positions) have and maintain the minimum experience and qualifications specified in the following table:

Position	Qualifications / Experience
Centre Manager / Assistant Manager	<ul style="list-style-type: none"> • Relevant and demonstrated experience working in a similar position within an aquatic or similar size facility. • Relevant degree in recreation / business related field and demonstrated ongoing training and professional development is highly desirable. • Experience in Contract Management and working with Local Government. • Proven experience in building and fostering management relationships with key stakeholders including Council and the community. • Proven ability and experience to co-ordinate and develop community involvement, including working with volunteers. • Extensive and effective sales knowledge and experience. • Relevant staff supervision and development experience. • Proven ability and experience in delivering high quality customer service, in dealing with difficult patrons and handling emergencies. • Current Level 2 First Aid, Oxygen Resuscitation Certificate, CPR and Defibrillator Certificate. • Pool Lifeguard qualification is desirable. • Current Police Check and Working with Children Check. • Current Aquatic Technical Operator Certificate / Pool Operator Certificate.
Duty Managers (including Centre Managers who act in Duty Manager's position), includes all Management Team	<ul style="list-style-type: none"> • Relevant and demonstrated experience working in a similar position within an aquatic or similar size facility. • Proven experience in delivering customer service excellence. • Ability and experience in dealing with difficult patrons and conflict resolution. • Extensive and effective sales knowledge and experience. • Current Aquatic Technical Operator Certificate / Pool Operator Certificate. • Ability to provide quality supervision in an aquatic environment, and handle emergencies. • Current Pool Lifeguard Certificate. • Current Level 2 First Aid, Oxygen Resuscitation Certificate, Pool Lifeguard Certificate, CPR and Defibrillator Certificate. • Trained in Anaphylaxis Management. • Current Police Check and Working with Children Check.
Pool Lifeguard	<ul style="list-style-type: none"> • Current Pool Lifeguard Certificate. • Current Level 2 First Aid, CPR and Oxygen Resuscitation Certificate. • Current Police Check and Working with Children Check. • Ability to provide quality supervision in an aquatic environment, and handle emergencies. • Ability and experience in dealing with difficult patrons and conflict resolution.

Position	Qualifications / Experience
Swim Teachers	<ul style="list-style-type: none"> • Current AUSTSWIM Teacher of Swimming and Water Safety Certificate. • Ability to provide customer service excellence. • For specialist programs an appropriate AUSTSWIM Extension Certificate (eg pre-school, people with a disability, adults, etc). • Ability to perform the activities within the qualification, in particular the water safety components. • Current Level 2 First Aid, CPR and Oxygen Resuscitation Certificate. • Current Police Check and Working with Children Check. • Ability and experience in dealing with difficult patrons and conflict resolution.
Aqua Exercise	<ul style="list-style-type: none"> • Current Aqua Exercise Leaders Certification or equivalent qualification. • Aquatic Rescue Award or equivalent qualification. • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check. • Ability to effectively communicate with all people in a courteous and efficient manner and to deal with difficult patrons.
Group Exercise Instructors (including Aqua Exercise)	<ul style="list-style-type: none"> • Minimum of Certificate III in Fitness (Group Exercise Instructor, Aqua Instructor or Older Adults Group Exercise Instructor). • Current registration with Physical Activity Australia or Fitness Australia. • Relevant and recognised industry approved Pilates or Yoga Certificate and Boxing Certificate. • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check. • Ability to effectively communicate with all people in a courteous and efficient manner and to deal with difficult patrons.
Fitness Instructors and Fitness Trainers	<ul style="list-style-type: none"> • Fitness Instructor's minimum qualification is Certificate III in Fitness for supervision of the health club floor only. • Fitness Trainer's minimum qualification is Certificate IV in Fitness in the areas of speciality of: <ul style="list-style-type: none"> - Personal Trainer - Older Adult Trainer - Children's Trainer. • Current registration with Physical Activity Australia, Fitness Australia and / or Les Mills. • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check. • Ability to deliver customer service excellence • Ability to effectively communicate with all people in a courteous and efficient manner and to deal with difficult patrons.
Sports Coaches, Teachers and Instructors	<ul style="list-style-type: none"> • Coaches, teachers and instructors employed to take courses and activities are required to have current valid qualification recognised by the Peak Body of that sport or discipline to the level that is being coached. • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check. • Ability to deliver customer service excellence • Ability to effectively communicate with all people in a courteous and efficient manner and to deal with difficult patrons.

Position	Qualifications / Experience
Customer Service Staff	<ul style="list-style-type: none"> • Ability to deliver customer service excellence. • Ability to effectively communicate with all people in a courteous and efficient manner and to deal with difficult patrons. • Ability to provide quality service and information and handle emergencies. • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check.
Café Staff	<ul style="list-style-type: none"> • Ability to deliver customer service excellence. • Ability to effectively communicate with all people in a courteous and efficient manner and to deal with difficult patrons. • Relevant food handling certificate (if required), skills and experience as described in the current legislation. • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check.
Childcare Staff	<ul style="list-style-type: none"> • Qualifications in compliance with the requirements of the <i>Education and Care Services National Law Act 2010</i>, <i>Victorian Children's Services Act 1996 (Vic)</i> and <i>Children's Services Regulations 2009 (Vic)</i>, <i>Working with Children Regulations 2016 (Vic)</i> and any other relevant legislative or governmental requirement, Licences and Codes of Practice. • Ability to deliver customer service excellence. • Ability to effectively communicate with all people in a courteous and efficient manner and to deal with difficult patrons. • Ability to provide quality service and information and to handle emergencies. • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check.
All staff working at the Centre must have as a minimum (dependent on requirements of the role)	<ul style="list-style-type: none"> • Current Level 2 First Aid and CPR Certificate. • Current Police Check and Working with Children Check. • Ability to deliver customer service excellence. • Completed an induction program, which includes Centre orientation, and equipment location and procedures relevant to their roles, OH&S, emergency procedures and customer service expectations. • Ability to provide quality services and information and to handle emergencies. • Attended in-house refresher (in-service) training as required during the Contract. • Requirements specific to their position as detailed above and in accordance with RLSSA Guidelines.

10.4. Duty Managers

- 10.4.1. The Centre Manager, or a suitably qualified, competent and experienced Duty Manager must be available on site at all times during the staffed operating hours of the Centre.

10.5. Staff Training and Development

- 10.5.1. The Contractor must, as part of the Annual Business Planning process ensure a Staff Training Plan is developed.

- 10.5.2. The Staff Training Plan will include a calendar of training scheduled for the forthcoming year and detail by job role the training requirements for the year.
- 10.5.3. The Contractor must ensure that all its staff maintain ongoing professional development and training appropriate to the provision of the Services under the Contract including participation and attendance in any training course that may be directed from time to time by the Superintendent.
- 10.5.4. The Contractor must ensure that OH&S training is part of the Annual Training Plan and must address the requirements in accordance with the Contractor's OH&S Management System, OH&S responsibilities, organisational structure and this Contract.
- 10.5.5. The Contractor must keep staff informed of issues, trends, developments and policies within the industry relevant to their area through professional publications, subscriptions, memberships, affiliations or training.
- 10.5.6. The Contractor must provide training to health and wellness staff in the use of all items of exercise equipment including information on its safe use as per the manufacturers and suppliers training manuals and procedures.

10.6. Contractor's Staff Attending Meetings

The Superintendent may direct the Contractor and its staff to attend meetings relevant to the provision of the Services at the Centre, or for any other reason considered necessary to involve the Contractor, at no cost to Council.

10.7. Uniforms and Identification

- 10.7.1. The Contractor shall ensure that all persons employed in the performance of the services shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing which shall have been approved by the Superintendent prior to the Commencement Date.
- 10.7.2. The uniform is to be suitable work clothes of a consistent colour that will meet OH&S requirements.
- 10.7.3. The word 'Lifeguard' must appear on the back of any tee shirt etc. worn by pool staff employed by the Contractor. The clothing worn shall be adequate and sufficient to afford protection to the employee in the performance of their duties.
- 10.7.4. The Contractor must budget for the provision of uniforms.
- 10.7.5. The uniform should be properly worn, maintained and replaced at a frequency to ensure a continued professional appearance.
- 10.7.6. No advertising or sponsorship signs or logos are to be worn by staff without prior written approval of the Superintendent.
- 10.7.7. Representatives of the Contractor shall at all times wear nametags which as a minimum display the staff member's name.
- 10.7.8. When requested to do so or when communicating with other persons as a representative of the Council and / or the Contractor, all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing.
- 10.7.9. Staff are not permitted to wear the uniform in public outside the Centre with the exception of travelling to and from work and whilst performing official business connected with the Services.
- 10.7.10. The Contractor's staff, at all times, must:
 - a. Be respectful of patrons and the wider community.
 - b. Refrain from using abusive, offensive, or obscene language, and must be considerate of others.
 - c. Not consume alcohol or smoke while in uniform.

- d. Provide an inclusive environment which at all times encourages diversity and is respectful and dignified.
- e. Ensure their behaviour does not constitute bullying and/or harassment
- f. Not use the Centre, or allow the Centre to be used, for any form of adult entertainment whatsoever.
- g. Not allow or permit illicit drug use in the Centre.
- h. Otherwise ensure all social behaviours and activities undertaken at the Centre and satellite venues are done consistently with Australian law and legislation, and the Charter of Human Rights.

10.8. Volunteers and Work Experience

- 10.8.1. The Contractor may provide work experience or volunteering opportunities.
- 10.8.2. Work experience students or volunteers must not be engaged by the Contractor in place of paid staff.
- 10.8.3. All volunteers and work experience students must complete an induction program in compliance with Contract documents that includes Centre orientation, health and safety, emergency procedures and customer service expectations.
- 10.8.4. All volunteers and work experience students must be supervised, be provided with relevant training and have appropriate insurance cover. All associated costs are to be borne by the Contractor.
- 10.8.5. Volunteer / work experience personnel are to be seen as an employee, agent or sub-contractor of the Contractor, thereby all responsibilities, OH&S, insurance (including Volunteer Personal Accident Insurance), behavioural and work of the volunteer / work experience personnel are to be held by the Contractor, including all indemnities and warranties.
- 10.8.6. All volunteers and work experience students must undergo a police check and working with children check (over 18), prior to commencing work.

10.9. Compliance with Council Policies

- 10.9.1. The Contractor must comply with all relevant ongoing policies and plans of the Council over the life of the Contract as detailed in the Contract documentation and listed in Appendix E Council Policies, Plans and Strategies.
- 10.9.2. The Contractor must use all endeavours to ensure no adverse comments to Councillors or Senior Council staff in relation to aspects of the Centres operations.

11. CENTRE ACCESS AND USAGE

11.1. Operating Hours

- 11.1.1. At a minimum, the Contractor shall open the Centre to the public as specified in Appendix D Centre Operating Hours.
- 11.1.2. The Centre will be closed on Christmas Day and Good Friday and will not open for business until 1.00pm on Anzac Day.
- 11.1.3. The seasonal outdoor pools comprising the 25m pool and toddler pool, are open to the public from 1 December to 31 March as specified in Appendix D Centre Operating Hours.
- 11.1.4. Any variation to the above hours must be as agreed by the Superintendent.
- 11.1.5. The Superintendent may request changes to the operating hours, which will be negotiated with the Contractor.

- 11.1.6. The Centre shall only be closed to public use during the advertised opening hours at the discretion of the Superintendent except in an emergency.

11.2. Regular Aquatic Club Access

- 11.2.1. The Contractor must honour all existing arrangements with Boronia Swimming Club and Knox Tri Club, unless otherwise negotiated between the parties in accordance with Appendix K Current Service and User Agreements.
- 11.2.2. Aquatic clubs / associations listed in Clause 11.2.1 will be provided with access to notice boards and signage space at the Centre in order to promote club / association services and activities to the local community.
- 11.2.3. The Contractor will meet with the aquatic clubs / associations listed in Clause 11.2.1 at least four times annually to plan and review usage and access. The Superintendent and the Superintendent must be invited to these meetings.
- 11.2.4. Any variations to aquatic club usage as specified in this Contract are subject to the approval of the Superintendent.
- 11.2.5. The Contractor must develop and maintain professional relationships with Club and Association representatives.
- 11.2.6. During the Contract Term, Council may, at its discretion, enter into new agreements with aquatic clubs and associations for regular use of the Centre.

11.3. School, Community and Sporting Club Access

- 11.3.1. The Contractor must honour all existing arrangements with hirers.
- 11.3.2. A list of current regular community groups is included in Appendix K Current Service and User Agreements.
- 11.3.3. The Contractor must not attempt to renegotiate any price in relation to a prepaid fee.
- 11.3.4. Any prepaid hire or other fees collected by the current operator which cover the period after the Commencement Date shall be recovered by Council and shall be paid to the Contractor.
- 11.3.5. Access to the Centre by schools, sporting and community clubs / organisations is to be encouraged by the Contractor.
- 11.3.6. Venue hire charges will be incurred if it will be necessary for all of, or parts of, the Centre to be closed to general public access during normal operating hours, except for access provided in accordance with Clause 11.2.1.
- 11.3.7. Venue hire charges will be in accordance with Clauses 9.6 and 11.7.

11.4. Centre Security

- 11.4.1. The Contractor is responsible for the security of the Centre on a 24-hour basis all year round including weekends and public holidays.
- 11.4.2. The Contractor must engage a security monitoring service for after hour's surveillance at the Centre which includes at least one internal and one external visit per night from the Commencement Date to the expiry or termination of this Contract.
- 11.4.3. The Contractor is responsible for arming and disarming security alarms at the Centre.
- 11.4.4. The Contractor shall ensure that the Centre is left in a secure state and security systems, where provided, are activated at any times that the Centre is not occupied by any employee, sub-contractor or agent of the Contractor.
- 11.4.5. Security calls associated with the alarms will be at the expense of the Contractor.

- 11.4.6. The Contractor must notify the Superintendent of any discovered breaches of security.
- 11.4.7. The Contractor must nominate a contact person and telephone number for the security monitoring service to contact for after hours alarm activation, illegal entry and building security.
- 11.4.8. All vandalism must be reported to the Superintendent and repaired in accordance with this Contract and to the satisfaction of the Superintendent.
- 11.4.9. Council will allocate a set number of keys to the Contractor at the commencement of the Contract Term. Any additional keys requested will be at the expense of the Contractor.
- 11.4.10. No changes are permitted to be made to the locking system without the written approval of the Superintendent.
- 11.4.11. The Contractor must ensure that:
 - a. All access / egress points, for which it is provided with keys by the Council, are kept locked at all times when the Centre is not open.
 - b. No person, issued with such keys by the Contractor, uses the keys for any purpose other than the provision of the Services.
 - c. The Contractor does not make copies of the keys.
 - d. All keys are returned to the Council at the end of the Contract; and
 - e. Maintain an up-to-date key register detailing key numbers and staff who possess each key or location of keys. The key register must be submitted to the Superintendent upon request.

An allowance for security expenditure must be included in Tender Schedule 4.4.

11.5. Inclusive Access

- 11.5.1. The Contractor shall, in the development and provision of the Services under this Contract, give due consideration to the needs of people from all backgrounds and abilities, and shall, where appropriate, facilitate and support the inclusion of children, youth and older adults from all backgrounds and abilities in programs, services, activities and events.
- 11.5.2. The Contractor shall provide social inclusion opportunities targeted at marginalised or vulnerable groups in the community, in particular, people with a disability, people experiencing financial hardship, those from Aboriginal or Torres Strait Islander backgrounds and or migrant / refugee backgrounds.
- 11.5.3. The Contractor shall in the development and provision of the Services under this Contract operate to the standards and requirements of all applicable laws including but not limited to the *Disability Discrimination Act 1992* (Cth) and the *Equal Opportunity Act 2010* (Vic) and in accordance with the relevant strategies in the *Knox Community and Council Plan 2017 – 2021* and the *Knox Community Access and Equity Implementation Plan 2017-2022*.

11.6. Special Events and Bulk Bookings - Restriction on Public Access

- 11.6.1. During the Contract Term it will be necessary for all of, or parts of, the Centre to be open outside normal operating times or closed to general public access during normal operating hours so that special and major events may be held. These events may include but not be limited to:
 - a. Aquatic Club Carnivals.
 - b. School Swimming Sports.
 - c. General School Use.

- d. Approved swimming lesson programs.
 - e. Council endorsed events.
- 11.6.2. It will be the responsibility of the Contractor to co-ordinate the activities of special and major event patrons.
- 11.6.3. Where a special or major event requires exclusive use, the Contractor shall advertise the date and times of such an event, at least 30 days prior to the event in a prominent notice board at the front of the Centre, through advertisements and signage at the Centre, through social media and on the Centre website.
- 11.6.4. The Contractor must not accept bulk bookings where they restrict public access to the services during the Centre's normal hours of operation without approval of the Superintendent. Patrons must be given at least five (5) days' notice in advance of any such restrictions in a prominent notice board at the front of the Centre, through advertisements and signage at the Centre, though social media and on the Centre website.
- 11.6.5. Booking details of events and activities including any closures for special or major events and bulk bookings that may impact on other patrons are to be displayed at the Centre and on the Centre's website and social media and regularly updated.
- 11.6.6. Events will not be held on consecutive weekends at the Centre where the events restrict public access without prior approval of the Superintendent.
- 11.6.7. The Centre will be made available on a fixed cost basis for the provision of notified Community Events as directed by the Superintendent.

11.7. Hire of the Centre

- 11.7.1. The Centre is to be made available for hire to patrons during the operating hours (Refer Appendix D Centre Operating Hours) for school carnivals and competitions, sports club / association training and competition purposes, community group programs and activities or special events in accordance with the Contract.
- 11.7.2. The Contractor may make the Centre available for hire to patrons, outside the operating hours specified in Appendix D Centre Operating Hours at the Centre with prior written approval of the Superintendent. This approval must be obtained prior to accepting any booking.
- 11.7.3. The Contractor shall develop a hiring procedure to be submitted to the Superintendent at least 30 days prior to the Commencement Date for approval of the Superintendent.
- 11.7.4. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 11.7.5. The Contractor shall ensure that the following are incorporated into the procedure:
- a. Centre hire policy, clearly outlining procedures for the hire of facilities, cleaning responsibilities, the purposes of hire, conditions of use, and the capacity of the area being hired.
 - b. A centre hire agreement form requesting information about the hiring person or group, date of hire, etc.
 - c. Proposed hire fees.
 - d. Safety procedures.
 - e. Proof of a minimum of \$20,000,000 public liability insurance.
- 11.7.6. The Contractor shall ensure that the operation of the Centre during the hire period must be in accordance with the RLSSA Guidelines for Safe Pool Operation, or any such guidelines which may replace them and all other

- relevant Acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable.
- 11.7.7. The Contractor shall ensure that Centre hire agreements are completed and signed by the authorised representative of the group hiring the Centre and that all such persons are issued with a Centre hire policy prior to the hire, on payment of the hiring deposit or hire fees and that records of receipt of same by hirer are kept by the Contractor.
 - 11.7.8. The Contractor shall, prior to the hiring of the Centre, familiarise the hirer with the Centre, facility, equipment and safety procedures.
 - 11.7.9. For any event using the Aquatic Areas, hired to any particular group or organisation, the Contractor shall provide qualified staff in accordance with the RLSSA Guidelines for Safe Pool Operation and the requirements of the Contract, with such costs to be at the expense of the hirer.
 - 11.7.10. The Contractor shall ensure that during times when the Centre is hired out, that all contract requirements are adhered to.
 - 11.7.11. The Contractor shall liaise with Council staff and co-operate fully with regards to any Council program, which utilises the Centre.
 - 11.7.12. The Contractor shall negotiate with schools and clubs / organisations in the municipality to ensure that their usage requirements for the Centre are accommodated, for the duration of the Contract Term.

11.8. Centre Supervision

- 11.8.1. The Contractor shall be responsible for developing a procedure for approval of the Superintendent, to be implemented to enable the:
 - a. Implementation of a system to identify non-swimmers and patrons in the water which may include, but is not limited to, signage requesting patrons to inform a staff member of their vulnerabilities before entering the water.
 - b. Implementation of a system that encourages patrons who have English language challenges to inform a staff member of their vulnerabilities before entering the water. This may include, but is not limited to, signage or information and visual imagery displayed on a monitor at the entrance / reception area and multi-lingual written material.
- 11.8.2. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 11.8.3. The Contractor shall be responsible for limiting behaviour that compromises the safety and wellbeing of the patrons of the Centre and the staff. This may include but shall not be limited to:
 - a. Anti-social behaviour.
 - b. Offensive language.
 - c. Wilful damage to buildings, fixtures, fittings and equipment.
 - d. General behaviour that puts patrons and staff at risk.
 - e. Evidence of alcohol consumption.
 - f. Illicit drug use.
 - g. Smoking.
 - h. Attire standards.
 - i. Ensuring appropriate entrance and participation fees are paid.
 - j. Ensuring usage time is in accordance with bookings.
- 11.8.4. The Contractor will develop and implement standard operating procedures to ensure these matters are addressed promptly and effectively so as to minimise risk to patrons and staff. These procedures will be submitted to the

Superintendent for approval 30 days prior to the Commencement Date and will be reviewed annually or after an incident.

- 11.8.5. Where attendance by police or Centre evacuation or closure is necessary to resolve conduct breaches, the Contractor shall immediately report such incidents to the Superintendent and shall document details of actions taken in line with Clause 15.10 Immediate Contact and Clause 8.5 Incident Notification of the General Conditions.
- 11.8.6. The Contractor must ensure that supervision of patrons complies with industry guidelines, standards and best practice and be provided to such standards wherever a component of the Centre is available to patrons.
- 11.8.7. Aquatic supervision will, as a minimum, be in accordance with RLSSA Guidelines.
- 11.8.8. Patrons are required to use the facilities and equipment safely and in accordance with the intended use.

11.9. Contractor to Provide Access

- 11.9.1. The Contractor must at all times allow the Superintendent full access to the Centre for the purpose of inspecting and auditing the Centre.
- 11.9.2. The Contractor must:
 - a. Allow Council access to the Centre for promotion and conduct of Council events and programs.
 - b. Ensure events and programs shall not attract any hire charges.
 - c. Work in conjunction with Council in the delivery of these events and programs; and
 - d. Provide Council with access to the Centre for meetings.
- 11.9.3. The Council will:
 - a. Endeavour to provide five (5) business days' notice to the Contractor when access is required to the Centre for meetings.
 - b. The Council will give the Contractor at least three months' notice in writing of an event including whether or not exclusive access is required.
 - c. Where possible, inform the Contractor of the events and programs in Clause 11.9.2.a for inclusion in the Annual Programs and Services Plan.

11.10. Parking Management

- 11.10.1. The Contractor, in conjunction with Council, is required to develop parking management plans for implementation during high visitation for school carnivals, community events and hot weather.

12. PROGRAMS AND SERVICES

12.1. Context

- 12.1.1. The Contractor must design and deliver a range of interesting and innovative programs, services, events and activities to maximise opportunities for the community.
- 12.1.2. The range of programs, services, classes, activities and events provided at the Centre should respond to community needs and expectations.
- 12.1.3. In accordance with the *Knox Community & Council Plan 2017 – 2021*, innovative programs and services at satellite venues must be included in the

programs and services mix to facilitate broader access by the community to a diverse range of leisure and health and wellbeing opportunities.

- 12.1.4. The Contractor must develop, implement and maintain appropriate records and systems which capture actual attendances for each program and service at the Centre and in accordance with the categories approved by the Superintendent.
- 12.1.5. Contractor should undertake research and benchmarking to ensure programs and services:
 - a. Respond to industry trends;
 - b. Meet community needs and expectations; and
 - c. Provide innovative opportunities for health and wellbeing.

12.2. Annual Programs and Services Plan

- 12.2.1. The Contractor will develop a plan of Programs and Services Plan for the Centre as a component of the Annual Business Plan demonstrating how the Contractor proposes to establish, manage and conduct the proposed programs and services.
- 12.2.2. The Programs and Services Plan shall include, but not be limited to:
 - a. A description of each program and service, activity, competition or event to be provided.
 - b. Outline any new programs and / or services proposed.
 - c. The resources to be used in the delivery of the nominated programs, services, activities and events, including monthly financial phasings.
 - d. Details of the operating procedures to be introduced.
 - e. A description of how target markets including ageing, people with a disability, females, children, youth and people from CALD backgrounds, patrons, community needs, Council plans, policies and strategies addresses.

12.3. General Provision Requirements

- 12.3.1. In the first 12 months of the Contract Term, Council wishes to ensure that the same variety of programs and services that are currently provided continue to be provided to patrons
- 12.3.2. including satellite programs and services. The current programs and services are provided in Appendix J Current Programs and Services.
- 12.3.3. The Contractor may apply in writing to the Superintendent, with supporting justification, to request to discontinue a program listed in Appendix J Current Programs and Services.
- 12.3.4. The Superintendent shall notify the Contractor in writing within 30 days of receiving any such request in accordance with Clause 12.3.2 as to the approval, or otherwise, of the request.
- 12.3.5. Programs and services will be delivered in accordance with the approved Programs and Services Plan. Any changes or variations to the approved plan must be approved by the Superintendent.
- 12.3.6. The Contractor must provide an agreed number of community events per year at the Centre. Innovative event programs and timing of the events, are to be determined in collaboration with the Superintendent.
- 12.3.7. The Contractor will continue to co-ordinate and provide at its cost all satellite programs and services currently offered through the Centre. The details of the current satellite programs and services are provided in Appendix J Current Programs and Services.

12.4. Aquatic Programs

- 12.4.1. The Contractor must encourage and facilitate participation in aquatic programs at the Centre.
- 12.4.2. Provision of program initiatives that specifically cater for the needs of children, youth, older adults, females, families, people with a disability and culturally diverse communities and all abilities are encouraged.
- 12.4.3. Aquatic programs must respond to the diversity of needs of the community, catering to a broad cross section of ages and abilities from beginner to advanced.
- 12.4.4. During operating hours, space for both leisure activities and lap swimming must be available including for casual patrons (non-members and unstructured usage), except during the hire of the Centre for school or club carnivals or special events.
- 12.4.5. As a minimum, the following aquatic programs will be provided by the successful Contractor to the community on a regular basis:
 - a. Swimming lessons.
 - b. School usage.
 - c. Aquatic Based Programs.
 - d. Older adults' aquatic classes.
 - e. Pool birthday parties.
 - f. School holiday opportunities.
 - g. Rehabilitation and recovery.
 - h. Support of and linkages with Boronia Swimming Club, particularly transitioning from swimming lessons to club programs.
 - i. Any other programs in conjunction with service providers including all allied health provider.

12.5. Aquatic Education

- 12.5.1. The Contractor shall have rights to conduct swimming lessons at the Centre.
- 12.5.2. The Contractor must provide a swimming lesson program for all abilities and ages for a minimum of 48 weeks.
- 12.5.3. As a minimum the Contractor must provide the 'VicSwim' Summer Kidz program or other swimming lesson program approved by the Superintendent for all abilities at least three weeks in the summer holiday season.
- 12.5.4. If insufficient enrolments are received, subject to the approval of the Superintendent, the number of programs offered may be varied.
- 12.5.5. Swimming lesson programs must be available to school groups.
- 12.5.6. Opportunities for members of the community to attain other recognised qualifications such as Bronze Medallion, Pool Lifeguard, AUSTSWIM, CPR and First Aid training must also be offered at times throughout each year.
- 12.5.7. Swimming lesson and aquatic education programs must not reasonably deny use of the Centre to other patrons.
- 12.5.8. The Contractor is required to implement the 'Watch Around the Water' Program at the Centre.

An allowance in the budget must be included for the provision of Swimming Lesson and Aquatic Education programs at the Centre including a term based swimming lesson program, the 'VicSwim' Summer Kidz program (or other approved Learn to Swim program) and Watch Around the Water Program at the Centre and listed in Tender Schedule 4.4.

12.6. Health and Wellness Programs and Services

- 12.6.1. The Contractor must provide a range of health and fitness programs at the Centre that caters for all levels of abilities. This will incorporate a range of varieties of exercise, fitness, wellness and health programs.
- 12.6.2. The Contractor will ensure that a timetable of such programming is available to patrons. A minimum of five (5) days' notice of any variation to advertised classes will be provided to members and patrons.
- 12.6.3. As a minimum, the following health and fitness programs will be provided:
 - a. Health Club.
 - b. Group exercise/fitness.
 - c. Teenage programs.
 - d. Older adults programs.
 - e. All abilities / people with disabilities programs.
 - f. Personal training / small group training.
 - g. Rehabilitation and recovery.
 - h. Wellness programs encouraging positive mental health, healthy eating and lifestyle improvement.Refer Appendix J Current Programs and Services

12.7. Group Fitness Programs

- 12.7.1. The Contractor will:
 - a. Provide a range of group fitness programs.
 - b. Has the discretion to alter the number, mix and type of programs offered in response to changing customer demands subject to Clause 12.3 General Provision Requirements.
 - c. Must advise members and patrons of proposed changes, at least five (5) days prior to any change to regular classes.

12.8. Health Club

- 12.8.1. The Contractor must:
 - a. Create a welcoming environment for members and patrons.
 - b. Develop and implement emergency procedures and communicate to members and patrons when only one staff member is supervising the Health Club and undertaking an assessment / program.
 - c. Ensure there is a staff member available during staffed hours to cover the Health Club staff during breaks or any absences without a reduction in other services / program areas.
 - d. The Health Club equipment will be leased or purchased by the Contractor with the number and type of items to be provided to be approved by the Superintendent. A list of current Health Club Equipment is provided in Appendix M Asset Inventory – Health Club.
 - e. Within five (5) days of entering into any lease for Health Club (Gym) Equipment the Contractor must provide the Superintendent with a copy of the final lease agreement.

- f. The Contractor is wholly responsible for the maintenance, repair, servicing and replacement of Health Club equipment leased or purchased by the Contractor and used in the delivery of the services.
- g. The Contractor must ensure that all Health Club equipment leased or purchased by the Contractor, is in good working order, safe for use and must ensure that the condition of the equipment does not impact negatively on customer safety or satisfaction.
- h. At least 30 days prior to the Commencement Date the Contractor will provide the Superintendent with a list of the proposed new equipment to be provided and the layout for the written approval of the Superintendent.
- i. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.

12.9. Allied Health Services

- 12.9.1. The allied health services provided within the Centre must be approved by the Superintendent.
- 12.9.2. The Contractor may choose to either operate the allied health services itself or sub-contract or sub-license the operation of all or some of the suites. Entry into, and the terms of, any sub-contract or sub-licence must be approved in writing by the Superintendent.
- 12.9.3. The Contractor must not commit to a sub-contract or sub-licence term beyond the Contract Term.
- 12.9.4. If all, or any of the allied health services suites are operated under a sub-contract or sub-licence, the Contractor is required to liaise regularly with the operators to ensure service requirements meet expectations of service patrons and are in accordance with the Contract.
- 12.9.5. The Contractor must ensure that the operators are available to meet with the Superintendent on request to discuss the operations and services provided.
- 12.9.6. The Allied Health Services currently provided at the Centre are:
 - a. Osteopathy
 - b. Nutrition
 - c. Physiotherapy
 - d. Podiatry
 - e. Clinical Psychology
 - f. Remedial Massage
 - g. Myotherapy
 - h. Hot Rock Massage
 - i. Exercise Physiology
 - j. Hydrotherapy
 - k. Corporate Health.

12.10. Complimentary Passes / Memberships

- 12.10.1. The Contractor will provide the Superintendent with 150 complimentary aquatic and health club passes at no cost to Council at the beginning of each financial year of the Contract for distribution by the Council through its programs and services.

- 12.10.2. The Contractor must ensure that pass holders are allowed entry at all times when the Centre is open to the public.
- 12.10.3. The Contractor must provide other passes and memberships for the Centre as are reasonably requested by the Superintendent at no cost to the Council.
- 12.10.4. Record all passes or memberships donated and make available to the Council upon request.
- 12.10.5. The Complimentary passes will not be provided for personal use to Councillors or Council employees.

12.11. Childcare

- 12.11.1. The Contractor must provide a childcare service to operate in accordance with the requirements of Licences and applicable Acts and Regulations, and Codes of Practice including but not limited to *Victorian Children's Services Act 1996* (Vic) and *Children's Services Regulations 2009* (Vic), *Child Wellbeing and Safety Act 2005* (Vic) and *Working with Children Regulations 2016* (Vic).
- 12.11.2. The Contractor will be the registered licensee and shall provide a childcare service to operate at times in accordance with the hours provided in Appendix D Centre Operating Hours.
- 12.11.3. Occasional child care services - currently a Limited Hours type 2 Licence for maximum of 30 children per session aged from 6 weeks to 11 years. (Refer Appendix P Childcare Licence).
- 12.11.4. The Contractor must develop, maintain and implement a booking system that ensures patrons will have priority over any non-patrons.

12.12. Council's Right to Cancel

- 12.12.1. At any time, the Council may direct the Contractor to cancel a program, service, activity or event that is deemed by the Council, at its sole discretion to be unsuitable or inappropriate.
- 12.12.2. The Council will not be liable for any loss, claim or expense of any kind incurred by the Contractor as a result of the cancellation of any program, service, activity or event under Clause 12.12.1.

13. CUSTOMER SERVICE

13.1. General

- 13.1.1. The Contractor must provide efficient, responsive and friendly customer service excellence at all times.
- 13.1.2. Staff will be well presented, trained and educated in policies and practices associated with providing the required service.

13.2. Contractor Customer Service Commitment

- 13.2.1. The Contractor must, at least 30 days prior to the Commencement Date, submit to the Superintendent a Customer Service Commitment as part of the Quality Plan in accordance with the General Conditions, Clause 2.10.2.
- 13.2.2. The Customer Service Commitment must clearly identify the ways in which the Contractor and its staff will deliver professional, friendly and courteous service at all times. The Commitment shall include details of complaint handling procedures that guarantee the level of responsiveness to patrons.
- 13.2.3. The Contractor shall ensure that all staff are familiar with the Customer Service Commitment and this must be included in all staff inductions.

13.3. Customer Feedback

- 13.3.1. The Contractor must provide a recognised customer feedback mechanism so that patrons are encouraged to provide comments and feedback on the programs and services offered.
- 13.3.2. All email correspondence and feedback is to be acknowledged within a maximum of one (1) business day and include expected completion time.
- 13.3.3. All written correspondence and feedback is to be responded to within a maximum of 10 business days.
- 13.3.4. All telephone, website and social media enquiries and feedback responded to within a maximum of one (1) business day.
- 13.3.5. A summary of multiple adverse or negative comments and feedback will be provided, and actions for improvement included in the Monthly Report.
- 13.3.6. Council may receive feedback from patrons on the performance of the Contractor.
- 13.3.7. The customer feedback received by Council will be provided to the Contractor, and the Contractor will be required to:
 - a. Either provide information to the Superintendent to enable Council to respond; or
 - b. Respond to the customer feedback in accordance with Clauses 13.3.2, 13.3.3 and 13.3.4.
 - c. In the case of negative feedback, the Contractor will respond in accordance with Clause 13.4 Complaint Handling Process.
 - d. If further negative feedback is received relating to the same issue/s, the Superintendent may require the Contractor to take specific action to address the complaint in line with the terms and conditions of the Contract.
- 13.3.8. The Contractor shall maintain records of all feedback received and written responses provided. These records must be available for inspection by the Superintendent on request.

13.4. Complaint Handling Process

- 13.4.1. The Contractor must implement a complaint handling process in accordance with best practice.
- 13.4.2. The process must include a register of all complaints including details in full, the nature of the complaint, time and date received, complainant contact details and the actions taken in respect of the complaint.
- 13.4.3. A copy of complaints and responses will be provided to the Superintendent upon request.
- 13.4.4. A summary of the complaints and adverse and negative comments and responses will be included in the Monthly Report to Council.
- 13.4.5. Any complaint that may have safety implications or other implications that may gain external media or have political ramification must be communicated to the Superintendent immediately
- 13.4.6. If negative feedback is received relating to the same issue/s, the Superintendent may require the Contractor to take specific action to address the complaint in line with the terms and conditions of the Contract.

13.5. Customer Satisfaction

- 13.5.1. The Contractor at its cost will engage an Independent Contractor approved by the Superintendent, to conduct an Independent Customer Satisfaction Survey at the Centre for each year of the Contract Term.

- 13.5.2. The scheduling each year for the Independent and Contractor surveys will be in accordance with the dates in the approved Annual Marketing Plan.
- 13.5.3. Prior to completion of conducting an Independent Customer Satisfaction Survey, the Contractor will engage with the Superintendent so as to ensure alignment of the measures within the Customer Satisfaction Survey with Council Plans and Strategies.
- 13.5.4. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 13.5.5. Each survey will include feedback from at least 10% of membership or a number of patrons as approved by the Superintendent.
- 13.5.6. The results of all such research must be provided to the Superintendent in the following Monthly Report.
- 13.5.7. The Contractor will provide the Superintendent with the raw data of any survey if requested within five (5) business days of such a request.
- 13.5.8. Customer Satisfaction survey results will be utilised as a performance indicator for the monitoring of this Contract. (Refer Clause 19.6 Performance Assessment)

13.6. Community Consultation

- 13.6.1. The Contractor must document and seek approval for any external community consultation mechanisms conducted during the Contract.

13.7. Council Assessment of Customer Satisfaction

- 13.7.1. The Council may, at its cost implement an independent annual customer satisfaction survey, mystery shopper or other independent assessments of the Service.
- 13.7.2. The results of any Council's assessment of customer satisfaction in Clause 13.7.1 will be utilised as a performance indicator for the monitoring of this Contract. (Refer Clause 19.6 Performance Assessment)

13.8. Customer Retention

- 13.8.1. A strong customer base is essential for continuous growth and sustainability of the Centre and services provided. The Contractor must adopt a strong retention strategy to optimise the experience for the patrons and ensure their repeat visitation.
- 13.8.2. The Contractor is to utilise this analysis to develop a retention strategy to be detailed in the Annual Marketing Plan.
- 13.8.3. It is expected that the Contractor will seek feedback from cancelled membership holders on reason/s for non-renewal with the aim of addressing any issues and / or renewing the membership where possible.
- 13.8.4. All data on the customer database must remain the property of Council.
- 13.8.5. A copy of the Customer and Point of Sale Database/s must be provided to the Superintendent upon request.

14. SALES

14.1. Healthy Foods

- 14.1.1. The Council through its Knox City Council - *Community and Council Plan 2017 – 2021* has made a commitment to its community to improve healthy eating opportunities within its community. This commitment includes increasing the availability of healthy foods and providing healthy environments within the Council facilities.

- 14.1.2. The Contractor will implement the *Healthy Choices: policy guidelines for sport and recreation centres* (2016) in accordance with Appendix T Healthy Choices: policy guidelines for sport and recreation centres.
- 14.1.3. The Contractor will provide a variety of food and beverages at the café that are affordable and appealing to all patrons.
- 14.1.4. The preparation and service of any such food or beverage must be in accordance with applicable regulations and best practice.
- 14.1.5. Upon request, the Contractor will submit their proposed menu including the healthy choices to the Superintendent. In accordance with Clause 10.6 Contractor's Staff Attending Meetings, upon request, the Contractor will meet with the Superintendent to discuss the healthy eating options and the menu.

14.2. Operation of the Café

- 14.2.1. The Contractor is responsible for the provision, operation and maintenance of the café.
- 14.2.2. The Contractor must ensure that the café services comply with the requirements of all applicable Laws including but not limited to the Food Act 1984 (Vic).
- 14.2.3. The Contractor must maintain the café and associated assets in a clean and hygienic condition.
- 14.2.4. The Contractor is responsible for providing all stock and equipment necessary for the proper conduct of the café.
- 14.2.5. The café shall be open for business during the following hours unless agreed otherwise by the Superintendent:

Monday to Friday	7.00am – 6.30pm
Saturday	8.00am – 4.30pm
Sunday and Public Holidays	9.00am – 4.30pm

- 14.2.6. The Centre Manager may decide that the café remains open later than the hours specified in Clause 14.2.5 if there is ongoing demand, staff available and adequate time to prepare the café for the next day's operations such as cleaning and restocking.
- 14.2.7. The Contractor shall ensure that the café is registered with Council as a food premises and shall comply with any directions given by Council's Environmental Health Unit.
- 14.2.8. The Contractor has the right to install vending machines for both food and drink at the Centre.
- 14.2.9. Healthy food options and bottled water must be available from the café and vending machines at all times.
- 14.2.10. Where vending machines and allocated refrigerators and equipment are supplied through nominated suppliers, the Contractor must ensure the food and beverage options are consistent with Clause 14.1.
- 14.2.11. Chewing gum, any product in a glass container, tobacco products, cigarette lighters and alcohol will not be sold.
- 14.2.12. The Contractor may choose to either operate the café itself or sub-contract or sub-licence the operation. Entry into, and the terms of, any sub-contract or sub-licence must be approved in writing by the Superintendent. The Contractor must not commit to a sub-contract or sub-licence term beyond the Contract Term.
- 14.2.13. If the café is operated under a sub-contract or sub-licence, the Contractor is required to liaise regularly with the operators of the café to ensure catering

- requirements meet the requirements of the Contract documents, expectations of the general public and any large group bookings.
- 14.2.14. The Contractor must ensure that the operators are available to meet with the Superintendent on request to discuss the operations, menu and healthy eating options.

14.3. Merchandise

- 14.3.1. The Contractor will make available a variety of merchandise for purchase by patrons. Retail offering must include affordable options.
- 14.3.2. The retail/merchandise opening hours must be the same as the Centre operating hours unless otherwise approved by the Superintendent.
- 14.3.3. The Contractor must not sub-contract or sub-license the retail area without the prior written approval of the Superintendent.
- 14.3.4. The Council is committed to patrons having options of products to purchase, thus enhancing their experience. The Contractor must not limit the retail line to solely its own merchandise. The Contractor's merchandise must not be more than 50% of any single product.

15. RISK MANAGEMENT, HEALTH AND SAFETY

In conjunction with Clause 8 Occupational Health and Safety of the General Conditions.

15.1. Risk Management

- 15.1.1. The Contractor must conduct a risk assessment of the Centre and Services and develop a Risk Management Plan at least five (5) days prior to the Commencement Date that addresses the following:
- a. Establish risk management registers.
 - b. Identification, analysing, evaluating, treating, monitoring, recording and reviewing of all forms of risk, including but not limited to:
 - i. Operations;
 - ii. Legal;
 - iii. Reputation and public relations;
 - iv. Discrimination, Harassment and Bullying;
 - v. Breach of any codes of conduct including anti-social and threatening behaviour;
 - vi. OH&S;
 - vii. Financial;
 - viii. Stakeholder, Staff, User and Community;
 - ix. IT/Data;
 - x. Business Continuity;
 - xi. Food Safety and Handling;
 - xii. Emergency Evacuations; and
 - xiii. Video Surveillance and Monitoring.
 - c. Detail procedures in place to minimise risk in all areas of the Service delivery.
 - d. Contingencies for prolonged interruption (more than one hour) in the supply of gas, water, electricity and other services; and
 - e. Public awareness and education initiatives.
- 15.1.2. Regularly review and update the plan in accordance with any legal and statutory requirements and standards.

- 15.1.3. The Risk Management Plan is to be included as a component of the Annual Business Plan.
- 15.1.4. The Contractor must ensure that the Risk Management Plan is amended as is reasonably required by the Superintendent.

15.2. First Aid Services

- 15.2.1. The Contractor shall accommodate the first aid needs of patrons to the standard required by the RLSSA Guidelines of Safe Pool Operation, as amended from time to time.
- 15.2.2. The Contractor will provide, maintain and stock the First Aid Cabinet/s at the Centre from the Commencement Date for the life of the Contract ensuring that first aid equipment and supplies are available for application of first aid treatment to patrons during the operating hours of the Centre.
- 15.2.3. The Contractor must ensure that, at all times during staffed operating hours (Refer Appendix D Centre Operating Hours) of the Centre, sufficient numbers of suitably qualified personnel and all other first aid and emergency services are available as may be required. All staff employed at the Centre must hold current First Aid qualifications as specified in Clause 10.3 Staff Qualifications.
- 15.2.4. The Contractor must maintain a register of all first aid services provided to patrons including date and time, patient details, nature of condition / ailment and treatment provided. Any further recommendations to should be limited to a "recommendation to seek medical advice".
- 15.2.5. The register is to be made available for inspection by the Superintendent on request.

An allowance in the budget must be included for provision of first aid requirements as per the Royal Life Saving Society Australia Guidelines for Safe Pool Operation and listed in Tender Schedule 4.4.

15.3. Safety Equipment

- 15.3.1. The Contractor is responsible for providing all required Safety Equipment for Centre Operations in accordance with RLSSA Guidelines of Safe Pool Operation, legislation and standards.
- 15.3.2. This includes but is not limited to first aid, personal protective equipment, aquatic safety equipment and any other safety equipment required in accordance with Clause 15.3.1.
- 15.3.3. The Contractor is responsible for the repair and replacement of any damaged or lost safety equipment and for ensuring that appropriate measures and procedures are in operation to ensure the safety of patrons and staff whilst equipment is being repaired and / or replaced.

15.4. Community Wellbeing and Amenity

- 15.4.1. Smoking is not permitted in any building or within ten metres of building entrances or in the designated fenced area of all seasonal outdoor pools. The Contractor must enforce this requirement. This is to promote healthy public spaces for the benefit of the Contractor's employees, sub-contractors, Council's employees and the Community.
- 15.4.2. The consumption or storage of alcohol is not permitted in any part of the Centre (Refer Appendix A Site Plan) which includes the buildings, the enclosed grounds of the Centre and the Centres car parks without permission from the Superintendent and the relevant permits.

- 15.4.3. The Contractor must ensure that its employees, sub-contractors and agents, at all times, must:
- a. Be respectful of patrons, and the wider community.
 - b. Refrain from using abusive, offensive, or obscene language, and must be considerate of patrons.
 - c. Provide an inclusive environment which at all times encourages diversity and is respectful and dignified.
 - d. Ensure their behaviour does not constitute bullying and/or harassment
 - e. Not use the Centre, or allow the Centre to be used, for any form of adult entertainment whatsoever.
 - f. Not allow or permit illicit drug use in the Centre.
 - g. Not consume drugs or alcohol in the course of carrying out their duties, nor be affected by drugs or alcohol whilst in the performance of the Services.
 - h. Otherwise ensure all social behaviours and activities undertaken at the Centre and satellite venues are done consistently with Australian law and legislation, and the Charter of Human Rights.
- 15.4.4. The Contractor must ensure that there are adequate resources within the Centre at all times to maintain public order for the safety and wellbeing of all members of public, staff and sub-contractors.
- 15.4.5. When necessary, patrons may be required to leave if they are breaching the conditions of entry including anti-social or threatening behaviour.
- 15.4.6. The Contractor will ensure that an agreed procedure is communicated to all staff and appropriate training is delivered in order to apply the procedure in a consistent and equitable manner.
- 15.4.7. The Contractor must ensure that where practical, all subcontractors, tradespersons and the like working at the Centre do so within operating hours (excluding 24/7 Health Club access) (Refer Appendix D Centre Operating Hours).
- 15.4.8. In the event that works are required outside these hours the Contractor shall ensure that these works have no detrimental impact on local residential amenity.
- 15.4.9. Where major works are proposed or where works may have an impact on the local residential amenity, approval for scheduling / timing of such works must be obtained from the Superintendent.
- 15.4.10. The Contractor is responsible for ensuring that the emptying of Centre bins is done within agreed timelines and in accordance with the Good Neighbourhood Guidelines (Refer to Appendix E Council Policies, Plans and Strategies).

15.5. Licences, Permits and Certificates

- 15.5.1. The Contractor must ensure that all licences, permits and certificates required for the operation of the Centre are obtained and maintained in accordance with all applicable laws and must ensure that licences, permits and certificates required for the operation of the Centre remain in force throughout the Contract Term.
- 15.5.2. The Contractor is responsible for all costs associated with obtaining, transferring or maintaining all licences, permits and certificates throughout the Contract Term.
- 15.5.3. The Contractor must display all licences, permits and certificates required to be displayed by legislation, and any requirement of the issuing authority.

- 15.5.4. Wherever the approval of a statutory authority is required, such approval must be obtained by the Contractor and a copy of the approval certificate forwarded to the Superintendent before proceeding.
- 15.5.5. Where a certificate of approval by a statutory authority requires renewal, such renewal must be obtained by the Contractor and a copy of the renewal certificate forwarded to the Superintendent before continuing operation.
- 15.5.6. The Contractor must transfer all licences, permits and certificates to the Council or any other party as directed by Council at the expiry of the Contract Term.

15.6. OH&S Requirements, Policy and Compliance

Refer to Clause 8 Occupational Health and Safety of the General Conditions of Contract.

15.7. Multi Point Safety Inspections

- 15.7.1. The Contractor must engage the RLSSA or another suitably accredited organisation approved by the Superintendent to conduct a Multi Point Safety inspection of the Centre annually or otherwise agreed.
- 15.7.2. The initial inspection is to be completed within three (3) months of the commencement date and then annually or as agreed during the Contract Term.
- 15.7.3. The Superintendent will be present at these inspections and the Contractor is therefore required to negotiate suitable dates with the Superintendent prior to booking inspection dates.
- 15.7.4. The Contractor is to forward a copy of the assessment report to the Superintendent within 24 hours of receipt of the report and will provide an Action Plan of how any recommendations are to be implemented within five (5) days of receipt of the assessment report from the inspection organisation.

15.8. Statutory Signage

- 15.8.1. The Contractor is responsible for ensuring that all required statutory signage at the Centre is in accordance with relevant legislation, RLSSA Guidelines for Safe Pool Operation and other applicable guidelines is maintained.
- 15.8.2. The Contractor must notify the Superintendent immediately of any damaged or missing signage.
- 15.8.3. The Contractor is responsible for the costs of replacement of statutory signage.

15.9. Emergency Action and Incident Plan

- 15.9.1. The Contractor must develop and submit an Emergency Action and Incident Plan (EAIP) for approval to the Superintendent at least 30 days prior to the Commencement Date.
- 15.9.2. A comprehensive implementation plan which covers unplanned situations and / or emergencies that may arise during the Contract Term is to be included in the EAIP.
- 15.9.3. The Contractor must review annually or more frequently as may be required and update the EAIP as necessary or as required by the Superintendent.
- 15.9.4. The plan must be clearly communicated to all levels of staff to minimise risk of personal injury and loss to staff, patrons and the community.
- 15.9.5. The Contractor will train all staff in the specified EAIP and emergency procedures. The cost of training will be borne by the Contractor.

- 15.9.6. The Contractor shall conduct a minimum of two (2) full site evacuation drills each year, implementing the evacuation plan.
- 15.9.7. All of the Contractor's employees engaged at the Centre must take part in evacuation training prior to the commencement of work at the Centre

15.10. Immediate Contact

- 15.10.1. The Contractor must notify the Council immediately and follow-up in writing with a written report within 24 hours of any incident at the Centre involving:
 - a. Incidents, where in the delivery of the Services, damage to Council or private property, has occurred.
 - b. Any hazardous situation in relation to plant or the facilities which is likely to cause injury to persons or damage to property.
 - c. Any incident requiring the attendance at the Centre of Emergency Services (Police, MFB, Ambulance or SES).
 - d. Any breach of applicable laws.
 - e. Any breach of Council policy.
 - f. Any conduct reportable in accordance with Clause 6.14 Child Safety.
 - g. Any matter or circumstance that may lead to future legal action, insurance claim or otherwise adversely affect the interest, image or reputation of Council.
 - h. Injury to people that may require external medical treatment.
 - i. Occupational Health and Safety issues, including any instance where water quality matters may cause harm to patrons or where access to pools is restricted due to deterioration of water quality.
 - j. Any circumstance which may impact on the Contractor's ability to deliver the Services.
 - k. Any actual or potential disruption to the Services including but not limited to any unplanned closure of a pool or Centre.
 - l. Stop work or any industrial action that may impact on the normal operations of the Centre.
 - m. Damage to the Centre that may cause any interruption to normal operation of the Centre.
 - n. Attendance by media representatives or any matter that may result in media attention.
 - o. Any criminal activity at the Centre.
- 15.10.2. The report must include the date, time, and location of the incident and staff involved. Details of the incident are to be provided to the Superintendent on an agreed Incident Report form. Council has a standard incident reporting form which will be required to be completed unless otherwise agreed with the Superintendent.
- 15.10.3. The Superintendent may, from time to time, direct the Contractor to amend the form or content of any report provided by the Contractor under this Contract.
- 15.10.4. The Superintendent may direct the Contractor to provide further information in relation to the incident. The Contractor shall comply with any such direction, and within the time limits specified by the Superintendent.
- 15.10.5. In the event of a major incident (as determined by the Superintendent):

- a. The Superintendent may request the Contractor to engage an independent (external) investigation into the incident in a timeframe as specified at the Contractor's cost.
 - b. The Superintendent must approve the investigation brief and independent party to undertake the investigation.
 - c. A copy of the thorough investigation report must be provided to the Superintendent within five (5) working days of completion of the investigation including an Action Plan for control and management of future similar incidents. The Action Plan must be approved by the Superintendent prior to implementation.
 - d. If the Action Plan is not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 15.10.6. Upon notification of any injury, or dangerous incident:
- a. Council reserves the right to carry out its own investigation as to the circumstances, causes and impact of any incident.
 - b. The Contractor must ensure full co-operation of all staff and provide access to all areas and records for this purpose.

16. OPERATIONS

16.1. Water Quality

- 16.1.1. Water quality must meet or exceed the minimum requirements specified in the RLSSA Guidelines of Safe Pool Operation and all relevant legislation, standards and guidelines.
- 16.1.2. Water temperature must be consistently maintained at agreed temperatures to ensure patron comfort. Temperatures will be in accordance with the RLSSA Guidelines for Safe Pool Operation, Pool Operator's Handbook and all applicable standards, guidelines and legislation.
- 16.1.3. The swimming pool and spa water must at all times be pleasant and safe and ensure water is of good colour, quality and appearance in accordance with industry best practice. The bottom of all pools must be kept clean and clear of debris, and the surface kept clean and clear of any build-up of matter. Scum lines and wet deck grates kept clean and clear of any build-up of matter.
- 16.1.4. The Contractor must undertake relevant water quality and temperature tests in compliance with relevant legislation and guidelines.
- 16.1.5. To provide and maintain all such testing equipment as necessary to meet the requirements as stipulated and in accordance with relevant legislation and guidelines.
- 16.1.6. The Contractor must maintain accurate records of all water quality and temperature readings and submit to the Superintendent on request.
- 16.1.7. In accordance with the *Public Health and Wellbeing Regulations 2009 – Aquatic Facilities Part 6* (or any amendment thereof) the Contractor is required to:
 - a. Operate the water treatment plant and adjustment of chlorinator as necessary for maintenance of water quality (as specified in the Regulations) including the recording of appropriate data for proper control in accordance legislation guidelines and industry best practice. The chemical balance will be controlled so as not to cause discomfort to patrons.

- b. The Contractor must ensure that the volume of water and chemicals used is responsibly maintained, at all times, in accordance with the relevant regulations and guidelines.
 - c. The onsite testing is to include, but not limited to:
 - i. Total alkalinity (at weekly intervals);
 - ii. pH;
 - iii. Free Chlorine, Total chlorine and Combined Chlorine;
 - iv. Cyanuric Acid (at monthly intervals if used);
 - v. Other tests as directed.
- 16.1.8. The Contractor will at its expense, arrange for quarterly independent water quality testing to be undertaken by an accredited testing laboratory:
- a. The testing is to include, but not limited to, the onsite tests detailed in Clause 16.1.7 and Microbiological testing of:
 - i. Heterotrophic Colony Count;
 - ii. Coliform Count;
 - iii. Pseudomonas aeruginosa Count.
- 16.1.9. Report to the Superintendent any complaint received from a patron about any matter, which might be detrimental to health, incurred as a result of, or which could be a result of using the pools.
- 16.1.10. The Contractor must not allow access to any pool that does not comply with the requirements of the *Public Health and Wellbeing Act 2008* and the *Public Health and Wellbeing Regulations 2009* and all other applicable Laws, standards and guidelines.
- 16.1.11. Council will conduct water quality testing as required to ensure compliance with the *Public Health and Wellbeing Regulations 2009*. The *Aquatic Facility Inspection Checklist for Environmental Health Officers* (January 2015) or similar will be utilised for the assessments.

16.2. Chemicals

- 16.2.1. The Contractor will:
- a. Provide all chemicals to maintain water quality at the Centre.
 - b. Ensure that the deliveries, storage and use of all chemicals and materials are in accordance with all relevant legislation and guidelines.
 - c. Maintain records of all spillage of chemicals. The Contractor will submit the information to the Superintendent upon request.

16.3. Plant Operation

- 16.3.1. Council will make available, at the commencement of the Contract, staff, agents and / or sub-contractors who will demonstrate the operation of specialised plant and equipment, if required.
- 16.3.2. It shall be the Contractor's responsibility to familiarise themselves as to the specific details of the equipment operations as quickly as possible and to seek additional information as may be necessary.
- 16.3.3. Trained personnel must only undertake the operation of the treatment system, plant and equipment.
- 16.3.4. Where pool covers are used, it will be the responsibility of the Contractor to remove and install these as required to ensure efficient heat retention in the water.

16.4. Pre-season Preparation of Seasonal Outdoor Pools

- 16.4.1. The Contractor is responsible for undertaking all pre-season preparation and operational activities for the seasonal outdoor pools in accordance with the Contract and for reporting any maintenance required to the Superintendent and Facilities Unit as per Appendix N Facility Maintenance Responsibilities.
- 16.4.2. Pre-season preparation shall include all tasks necessary to commission plant and prepare the swimming pools and water quality in a suitable condition for the opening of the outdoor seasonal pools in each year.
- 16.4.3. The Contractor is to carry out start-up of pools, including inspection and essential repairs prior to start-up, cleaning of filters, checking dosing and circulation pumps, automatic dosing plant and cleaning probes and float valves and connecting the system. The cost of this will be borne by the Contractor.

An allowance in the budget must be included for pre-season preparation requirements and listed in Tender Schedule 4.4.

16.5. End of Season Shut Down of Seasonal Outdoor Pools

- 16.5.1. The end of season shut down preparation of the seasonal outdoor swimming pools shall be the responsibility of the Contractor and timing of this shutdown shall be negotiated with the Superintendent.
- 16.5.2. End of season shut down includes all tasks necessary to de-commission and make safe all plant and swimming pools at the conclusion of each season.
- 16.5.3. The Contractor is to carry out shut down of pools, including cleaning of filters, checking dosing and circulation pumps, automatic dosing plant and cleaning probes and float valves and disconnecting system. The cost of this will be borne by the Contractor.

An allowance in the budget must be included for end of season shut down requirements and listed in Tender Schedule 4.4.

16.6. Environmental Management and Sustainability

- 16.6.1. The Centre is a major user of energy, water, gas and producer of waste.
- 16.6.2. Council is committed to:
 - a. Engaging a sustainable approach to the operation of the Services.
 - b. Reducing its environmental footprint in terms of energy and water consumption and waste.
 - c. Responsible, sustainable energy management.
 - d. Seeking energy efficiency through its activities including management of Council buildings, plant and equipment.
- 16.6.3. The Contractor shall:
 - a. Work with Council to achieve their goals in environmental management and sustainability.
 - b. Minimise energy and water consumption and waste.
 - c. Ensure that it manages the Centre and provides the programs, services, activities and events in line with sound management practice for environmental management and sustainability, as defined in industry guidelines.
 - d. Comply with all applicable environmental legislation, guidelines, licences, permits and trade waste agreements.

- e. Notify the Superintendent and any relevant authority of any incident associated with the Centre that has caused or has the potential to cause harm to human health or the environment.
- f. Prepare and comply with the environmental standards and commitments specified in the Environmental Management Plan (Refer Clause 16.7) for the Centre.

16.7. Environmental Management Plan

- 16.7.1. The Contractor must develop, implement and maintain a comprehensive Annual Environmental Management Plan that includes the Waste Management Plan as a component of the Annual Business Plan.
- 16.7.2. The Plan must be provided to the Superintendent by 1 September each year.
- 16.7.3. The Plan must as a minimum, document, but not be limited to:
 - a. Centre Name.
 - b. Details of person(s) responsible for managing implementation.
 - c. Purpose of the Plan.
 - d. List of environmental issues identified.
 - e. Actions and achievements to date (performance for the previous year).
 - f. Outline of new targets / goals to be achieved (Environmental Targets).
 - g. Actions and proposed implementation.
 - h. Baseline utility data (as provided by Council).
 - i. Details of arrangements for capture, storage and disposal of any waste.
 - j. Process for reporting and investigating environmental incidents.
 - k. Proposed mitigation measures and management controls to address environmental impact.
 - l. Monitoring and reporting.

16.8. Waste Disposal and Recycling

- 16.8.1. The Contractor, at its cost, is responsible for the provision of waste collection services for the disposal of all waste (liquid and solid) produced or discarded at the Centre.
- 16.8.2. The Contractor shall implement a process to ensure that materials disposed of at the Centre which are recyclable, are diverted from the waste stream and sent for recycling. Recycling must be promoted and actively encourages within the Centre.
- 16.8.3. Adhere to Environment Protection Authority Victoria Guidelines, and statutory regulations, ensure that waste collection occurs between the hours of 7.00am to 8.00pm Monday to Saturday and 9.00am to 8.00pm on Sundays and Public Holidays.
- 16.8.4. The waste collection service minimum provision is:
 - a. Daily Monday through to Sunday.
 - b. In order to ensure that the operational needs and service levels are met, if required the Contractor will provide additional services to those specified above during higher usage levels and at peak times to ensure that rubbish and waste does not accumulate at the Centre.
- 16.8.5. All waste must be disposed of in accordance with relevant Government regulations, requirements, guidelines and laws at an appropriate disposal site or material recovery facility.
- 16.8.6. The Contractor is responsible for provision of all waste and recycle bins in accordance with the areas defined for the Centre in Appendix A Site Plan

including the provision of fly and vermin proof storage containers for waste awaiting collection.

- 16.8.7. Rubbish bins must be emptied as a minimum at least once every day and more frequently as required during high visitation.
- 16.8.8. All waste types ready for collection must be stored overnight in the prescribed collection area.
- 16.8.9. The Contractor is responsible for the supply, servicing and disposal of waste from sharps containers, nappy bins and sanitary collection bins.
- 16.8.10. Where any toxic, dangerous, hazardous or medical waste is located while carrying out the Services, the Contractor shall organise for collection and disposal in accordance with relevant Government regulations, requirements, guidelines and laws.

16.9. Essential Safety Measures

- 16.9.1. The Council has a service agreement for the management of Essential Safety Measures (ESM) including fire services with external contractors.
- 16.9.2. The Contractor is required to facilitate on site access to Council's ESM contractor and to monitor attendance of the agent.
- 16.9.3. The Contractor must report any malfunctioning equipment or damage to equipment to the Superintendent as soon as practicable as a Maintenance Request. This includes items in accordance with Schedule 9 of the *Building Regulations* (2006).

16.10. Management of Sub-Contractors

- 16.10.1. The Contractor must manage its sub-contractors and sub-licensees with the same due diligence that it would its own staff, ensuring that only qualified, proven and insured sub-contractors and sub-licensees are selected and that they are managed against the quality management and operational system of the Contractor.
- 16.10.2. The Contractor must keep a daily register of all sub-contractors and sub-licensees and third parties that conduct work within the Centre and this register must state how the associated risks have been managed, including quality control measures.
- 16.10.3. All sub-contractors, trades persons and the like who enter the Centre beyond reception must sign in and out, and records of such visits must be retained by the Contractor for the Contract Term. Those records must be made available to the Superintendent upon request.
- 16.10.4. The Superintendent will, where practicable, inform the Contractor of any Council sub-contractors or Council staff that will require access to the Centre.
- 16.10.5. All sub-contractors attending / working at the Centre must abide by Council's [Good Neighbour Guidelines](#) available on Council's website.
- 16.10.6. All sub-contractors attending / working at the Centre must have a current Police Check and Working with Children Check.

16.11. Procurement Practices

- 16.11.1. The Contractor must comply with ethical business standards and practices in its procurement activities and such standards and practices must be reflected in the Contractor's documented systems. These systems must be reasonably consistent with the [Council's Procurement Policy](#) which is available on the Council's website.

- 16.11.2. In procuring goods, services or work in connection with the Centre the Contractor must conduct appropriately contested processes to ensure that value for money is obtained.
- 16.11.3. Quality, price, delivery and service should generally be considered the main criteria in assessing the procurement of goods and services for the Centre. Preference for environmentally preferable products and should be considered where practicable.
- 16.11.4. The Contractor must not enter into any contract referable to the Centre that has financial consequences or liability beyond the Contract Term.

16.12. Record Management

- 16.12.1. The Contractor must implement and administer a record keeping system that creates and maintains full and accurate hard copy and / or electronic records of the provision for the Services in accordance with the standards issued under the *Public Records Act 1973*. Any electronic records must be maintained in a software format approved by the Superintendent. (Refer Clause 13 Records Management, General Conditions).

16.13. Information Technology

- Refer Clause 13 Records Management, General Conditions of Contract
- 16.13.1. The Contractor must endeavour to use environmentally friendly technology to minimise the impact on the environment including conserving energy and resources, minimising waste and emissions, maximising recycling and re-use.
 - 16.13.2. The Contractor will provide all computer hardware, printers, licenced software, photocopiers and service support, in order to perform the tasks and services required under the Contract.
 - 16.13.3. Existing IT cabling can be utilised by the Contractor.
 - 16.13.4. The Contractor must maintain at its own expense, the entire IT and computer network for the Centre. This includes, but is not limited to:
 - a. Computer server hardware.
 - b. Server Software.
 - c. Network Infrastructure.
 - d. Desktop PCs and laptops.
 - e. Uninterruptible power supply (UPS).
 - f. Back-up data and data storage.
 - g. Provision of licencing software
 - h. Industry specific software packages;
 - i. Centre WiFi; and
 - j. Other support software or hardware.
 - 16.13.5. The Contractor must ensure that all IT systems and equipment are adequately protected from threats and provide data security and information. At a minimum this will include:
 - a. Web-filtering software.
 - b. Anti-Virus software.
 - c. Anti-spyware software and firewall software.
 - d. Development of an IT and email policy in relation to the Centre to be approved by the Superintendent.
 - 16.13.6. The Contractor must provide, operate and maintain "point of sale" (POS) hardware and software at the Centre.

- 16.13.7. The Contractor must submit a Disaster Recovery Plan for all IT including the Point of Sale at least 30 days prior to the Commencement Date for the approval of the Superintendent. All costs associated with this are to be borne by the Contractor.

16.14. Data Storage, Ownership and Access

Refer Clause 13 Records Management, General Conditions.

- 16.14.1. The Contractor must make arrangements for offsite storage of back-up tapes and media to the satisfaction of the Superintendent.
- 16.14.2. The Contractor will provide Council with access (User Account) to the Point of Sale, Data Base, Reporting, IT System, Contract Management System and any other IT program used for this the Contract.
- 16.14.3. The Contractor must provide the Superintendent on request with hard copy data in an agreed format that enables Council to meet the Local Government Performance Reporting Framework and all other internal and external reporting requirements.
- 16.14.4. Data Management
- a. The Council is the owner of all data collected and generated at the Centre and this must be clearly identified on all forms provided to patrons.
 - b. The Contractor must establish and maintain an online booking system that operates during business hours and after hours.
 - c. The Contractor shall maintain an electronic funds transfer point of sale (EFTPOS) system, to support online bookings with payment by either credit or debit card, and payments at Centre.
 - d. Direct debit payment options must also be provided for ongoing payments for Centre use, including memberships and swimming lessons.
 - e. All direct debit application forms must clearly specify that Council or a contractor nominated by Council from time to time will take over the direct debit from the applicant's nominated account and has authority to do so.
 - f. All data collection forms must conform to the requirement of the *Privacy and Data Protection Act 2014* (Vic) and Knox City Council's *Privacy Policy and Guidelines* available on Council's website at:
<http://www.knox.vic.gov.au/privacy>
 - g. The Contractor must comply with Council's Data Storage policy which includes the requirement that all corporate data must be stored on file server shares, and that no data can be stored on media located in desktop machines.
 - h. The Contractor cannot use the data for purposes other than those permitted under the Contract.
 - i. All data will only be used for the Centre and cannot be shared within the Contractor's organisation or with others without prior written approval of the Superintendent.
- 16.14.5. The Contractor must maintain and provide at least two e-mail addresses for the Centre for communication with Council.
- 16.14.6. The Superintendent must have full access to all records and documents required to be maintained by the Contractor under this Contract.

16.15. Heating and Ventilation

- 16.15.1. The Contractor must ensure that air and water temperatures and ventilation rates are maintained at levels comfortable for patrons, safe for staff, and which assist in the care of the Centre.
- 16.15.2. Energy management settings will be determined by the Superintendent and will remain until approval for a variation is granted by the Superintendent.
- 16.15.3. The Contractor must maintain all ventilation. This includes the required treatments to ensure no presence of Legionella or any other such disease, virus, bacteria or pollutant.
- 16.15.4. Air temperature for indoor facilities must be maintained at an agreed temperature.

16.16. Lighting

- 16.16.1. Lighting levels must be maintained to create a safe and comfortable level of illumination for patrons and staff.
- 16.16.2. The Contractor is responsible for the replacement of globes / lamps and must replace globes / lamps as soon as practical after their failure in accordance with Appendix N Facility Maintenance Responsibilities. The timeframe for replacement will be as agreed with the Superintendent.

An allowance in the budget must be included for lighting requirements and listed in Tender Schedule 4.4.

17. FURNITURE, PLANT AND EQUIPMENT

17.1. Supply of Furniture, Plant and Equipment

- 17.1.1. Council will be responsible for the provision of the Council Plant listed in Appendix L Asset Inventory – Furniture, Fittings and Equipment.
- 17.1.2. The existing Council furniture and equipment at the Centre is listed in Appendix L Asset Inventory – Furniture, Fittings and Equipment and Appendix M Asset Inventory – Health Club.
- 17.1.3. The Contractor shall supply all other furniture, plant and equipment required to deliver the Services.
- 17.1.4. The Contractor shall maintain their plant, furniture and equipment in a thoroughly clean condition and keep it at all times in good working order and condition, including replacement of parts and equipment that is no longer functional.

17.2. Lease and Purchase of Plant and Equipment

- 17.2.1. The Superintendent prior to any lease or purchase being finalised and entered into must approve all plant and equipment proposed to be leased or purchased by the Contractor.
- 17.2.2. Within five (5) days of entering into any lease for plant or equipment the Contractor must provide the Superintendent with a copy of the final lease agreement.
- 17.2.3. Lease payments will be the responsibility of the Contractor and the lease fees must be included in the Centre's operating budget.
- 17.2.4. The Contractor is wholly responsible for the maintenance, repair, servicing and replacement of all plant and equipment leased or purchased by the Contractor and used in the delivery of the services, unless agreed otherwise by the Superintendent.

- 17.2.5. The Contractor must ensure that all plant and equipment leased or owned by the Contractor, is in good working order, safe for use and must ensure that the condition of the equipment does not impact negatively on customer safety or satisfaction.
- 17.2.6. The Contractor must replace any furniture, plant or equipment that is required for the delivery of the services which is lost, stolen, deteriorated beyond safe condition or damaged beyond repair.
- 17.2.7. The prior written approval of the Superintendent is required if the Contractor does not want to replace any items of furniture or equipment on the basis that it is no longer required for the provision of services.
- 17.2.8. The Superintendent may direct the Contractor to replace equipment which they determine is no longer current, of a quality or standard suitable for the provision of services at the Centre or is deteriorated beyond safe condition.
- 17.2.9. The Contractor must clearly label all its own equipment and maintain a separate asset register for the items including proof of ownership (Contractor's Asset Register).
- 17.2.10. The equipment and furniture owned by Council is provided in Appendix L Asset Inventory – Furniture, Fittings and Equipment and Appendix M Asset Inventory – Health Club.

18. ASSET RESPONSIBILITIES

18.1. General

- 18.1.1. The development and implementation of an Annual Maintenance Plan – Buildings (including Fixtures and Fittings) for the Centre will be Council's responsibility in accordance with Clause 3.3.
- 18.1.2. The development and implementation of an Annual Maintenance Plan – Grounds for the Centre will be the Contractor's responsibility.
- 18.1.3. The Contractor and Council's representatives will work in partnership in the development and implementation of the Annual Maintenance Plans for Buildings and Grounds.
- 18.1.4. Audits of the Centre have been conducted as follows:
 - a. Building Condition Audit – Ultum - 2018
 - b. Structural Assessment report- FMG Engineering Services – Dec 2017- June 2018
 - c. Pool/Plant gap audit – Calibre – 2016
 - d. Mechanical Services Audit – MechAir P/L – March 2018
- 18.1.5. A combination of the data and recommended actions will provide the foundation for Council's Asset Strategy for the Centre for the duration of the Contract Term. Council will develop an Annual Maintenance / Renewal Plan and provide it to the Contractor annually. The plan will be determined in partnership with Leisure Services, Asset Strategy and Facilities teams.
- 18.1.6. The Contractor must maintain a log at the Centre of all building, plant and equipment, fixtures and fittings maintenance, repairs and asset inspection regimes and operational servicing, undertaken at the Centre and provide the log to the Superintendent for inspection when requested.
- 18.1.7. The Contractor will provide to the Superintendent 30 days prior to the Commencement Date a Contractor's Asset Inventory detailing all Contractor Assets that will be located at the Centre during the Contract Term and will provide an updated copy whenever new assets are purchased or assets are decommissioned or sold.

18.2. Infrastructure Maintenance

- 18.2.1. The infrastructure maintenance responsibilities of the Contractor and Council are provided in Appendix N Facility Maintenance Responsibilities.

18.3. Operational Servicing Responsibilities

- 18.3.1. The Contractor is responsible for all Operational Servicing at the Centre other than works classified as Infrastructure Maintenance in Clause 18.2.
- 18.3.2. Operational Servicing activities are necessary to keep the building in a habitable and usable condition but are not considered Infrastructure Maintenance activities. These routine functions are undertaken for hygienic, aesthetic and security purposes and for the supply of utilities and are the responsibility of the Contractor unless otherwise specified in this Contract.
- 18.3.3. These routine functions may be undertaken at the same time as Infrastructure Maintenance activities and / or by the same service provider.
- 18.3.4. Ensure that the procedures for preventative maintenance, servicing and cleaning (as per manufacturers and suppliers training manuals) are carried out. A record of all maintenance, servicing and cleaning routines must be kept for auditing if required by the Superintendent.
- 18.3.5. In such cases costs for building operational servicing activities must be charged to the Centre's operational budget.
- 18.3.6. Management of Service Contracts
- a. The Contractor is responsible for the establishment of agreements either internally or with third party suppliers for the following:
 - i. Pest Control;
 - ii. Security monitoring / maintenance;
 - iii. Sanitation services – including sanitary bins in female and accessible toilets, nappy bins and deodorant sprays;
 - iv. Sharps Containers;
 - v. Point of sale software;
 - vi. Computer hardware and software;
 - vii. Grease trap waste removal;
 - viii. Cleaning;
 - ix. Health club and group fitness equipment.
 - x. Administration and office furniture; and
 - xi. Lockers.
 - b. The Contractor must not enter into any such agreements which extend beyond the Contract Term.
 - c. Service Contract providers must be approved by the Superintendent prior to engagement.

18.4. Building Maintenance

- 18.4.1. Pro-active Inspection and Programmed Maintenance - Buildings
- a. Council's Facilities Unit, in accordance with the Annual Maintenance Plan, will undertake pro-active inspections and programmed maintenance work, unless otherwise states as the Contractor's responsibility in accordance with Appendix N Facility Maintenance Responsibilities.
 - b. Council will notify the Contractor prior to each Financial Year details of scheduled annual maintenance or replacement works by Council for the

- forthcoming year including nature, scope and proposed timing of the works.
- c. Council will provide advance notification to the Contractor where inspections are scheduled, detailing the time and nature of the inspection.
 - d. The Contractor is required to facilitate on site access to the area of the building and to monitor attendance of any sub-contractor of Council in accordance with this Contract.
- 18.4.2. Reactive Repairs, Maintenance or Replacement - Buildings
- a. Where damage, failure or problem occurs with the building structure the Contractor is to immediately notify Council's Facilities Unit or nominated representative. In the event of an emergency, where the Council's Facilities Unit or nominated representative are unavailable, nominated repair agents of Council should be notified.
 - b. Where closure of any part of a Centre is necessary the Contractor must follow established procedures to ensure the safety of patrons and staff.
 - c. The Contractor must document the details of damage, failure, breakdown or problem, the symptoms, effect and report these to the Council's Facilities Unit or its nominated building agent.
 - d. Where the nominated building repair agent has been notified directly, the Contractor will liaise with the agent in regard to attendance at the Centre of the building repair agent.
 - e. Where Council's Facilities Unit representative has been notified the Contractor will await further confirmation of attendance at the Centre.
- 18.4.3. The Contractor must notify the Superintendent immediately of any leaks in pools, buildings or visible leaks from the ground to prevent any further damage with responsibility for repairs as specified in Appendix N Facility Maintenance Responsibilities.
- 18.4.4. The role of the Contractor in the reactive infrastructure and building repair, maintenance or replacement shall in normal circumstances include:
- a. On site liaison with the party undertaking any repair, maintenance or replacement activities.
 - b. Monitoring and control of the area surrounding the building repair work.
 - c. Liaison with the Superintendent regarding any repair, maintenance or replacement activities.
 - d. Notifying the Superintendent at the completion of any repair, maintenance or replacement activities.
- 18.4.5. The costs associated with any reactive building repair, maintenance or replacement shall be in accordance with Appendix N Facility Maintenance Responsibilities.
- 18.4.6. If responsibility is Council's in accordance with Appendix N Facility Maintenance Responsibilities and the repair, maintenance or replacement is determined by the Superintendent to have resulted from:
- a. The negligence of the Contractor or its employees, sub-contractors or agents;
 - b. Damage caused by the actions of the Contractor or its employees, sub-contractors or agents; or
 - c. Wilful damage caused by other persons whose actions the Contractor or its employees, sub-contractors or agents should have been able to control (including patrons),

in which case those costs shall be borne by the Contractor including any losses or resultant costs from any service disruptions.

18.5. Fixtures and Fittings (including Plant) Maintenance

- 18.5.1. Fixtures and fittings within the Centre are defined as “base building” items with a permanent connection to the building structure. In most instances, they are not movable from one location to another without significant dismembering or building adjustment. A list of fixtures and fittings at the Centre are provided in Appendix L Asset Inventory – Furniture, Fittings, and Equipment.
- 18.5.2. The Centre has a range of Council Plant in place to maintain the operational and environmental conditions within the buildings and pool structures. This includes water treatment plant, water heating plant, air handling and heating / cooling plant, pumps and filters. These Council Plant items are essential to the continuity of operation of the Centre and are listed in Appendix L Asset Inventory – Furniture, Fittings, and Equipment.
- 18.5.3. Council’s Facilities Unit will be responsible for the ongoing maintenance of this Council Plant.
- 18.5.4. Pro-active Inspection, Servicing and Programmed Maintenance
- a. Council’s Facilities Unit or agent in accordance with the Annual Maintenance Plan will be undertake pro-active inspections, servicing and programmed maintenance works for the fixtures and fittings including plant, unless the works are the responsibility of Contractor in accordance with Appendix N Facility Maintenance Responsibilities.
 - b. Council will notify the Contractor prior to each Financial Year details of scheduled annual maintenance or replacement works by Council for the forthcoming year, including nature, scope and proposed timing of the works.
 - c. Council will provide advance notification to the Contractor where inspections are scheduled detailing the time and nature of the inspection.
 - d. The Contractor is required to facilitate on site access to the area of the building and to monitor attendance of any sub-contractor of Council in accordance with this Contract.
 - e. The costs associated with any programmed fittings and fixtures maintenance including plant shall be borne by Council, unless the fixtures and fittings including plant maintenance or repair is determined by the Superintendent to have resulted from:
 - i. the negligence of the Contractor or its employees, sub-contractors or agents;
 - ii. damage caused by the actions of the Contractor or its employees, sub-contractors or agents; or
 - iii. wilful damage caused by other persons whose actions the Contractor or its employees, sub-contractors or agents should have been able to control (including patrons),

in which case those costs shall be borne by the Contractor including any losses or resultant costs from any service disruptions.

- 18.5.5. Routine Servicing, Repairs, Maintenance and Replacement

- a. The routine servicing, maintenance, repair and asset inspection regime for all fixtures and fittings including plant will be undertaken in accordance with Appendix N Facility Maintenance Responsibilities.
- b. The Contractor must only engage sub-contractors approved by the Superintendent for any routine servicing, maintenance, repair, replacement and asset inspection regime that is the Contractor's responsibility in accordance with Appendix N Facility Maintenance Responsibilities.
- c. Council is responsible for annual boiler check of gas boilers.
- d. Council is responsible for the costs of the supply and replacement of any boiler parts for the gas boiler/s in accordance with Appendix N Facility Maintenance Responsibilities.
- e. The Contractor is responsible to ensure that safety showers, eyewashes, bunding and hypo level cut-off switches or alarms are all operational and maintained in accordance with relative Australian Safety Standards.

18.5.6. Reactive and Non-routine Repairs, Maintenance and Replacement

- a. Where a breakdown or problem occurs with plant, that is Council's responsibility in accordance with Appendix N Facility Maintenance Responsibilities the Contractor is to immediately make safe the plant from further damage and notify Council's Facilities Unit representative or its agent.
- b. Where closure of any part of the Centre is necessary:
 - i. The Contractor must follow established procedures to ensure the safety of patrons and staff.
 - ii. The Contractor must document the details of breakdown, the symptoms and effect and report these to Council's Facilities Unit.
- c. The Contractor is required to facilitate on site access to the plant areas and monitor attendance of the agent.
- d. The costs associated with any reactive and non-routine plant and equipment repair, maintenance or replacement shall be in accordance with Appendix N Facility Maintenance Responsibilities.
- e. If responsibility is Council's in accordance with Appendix N Facility Maintenance Responsibilities and the repair, maintenance or replacement is determined by the Superintendent to have resulted from:
 - i. the negligence of the Contractor or its employees, subcontractors or agents;
 - ii. damage caused by the actions of the Contractor or its employees, subcontractors or agents; or
 - iii. wilful damage caused by other persons whose actions the Contractor or its employees, subcontractors or agents should have been able to control (including patrons),

in which case those costs shall be borne by the Contractor including any losses or resultant costs from any service disruptions.

18.6. Equipment and Furniture Maintenance and Replacement

- 18.6.1. Items of equipment and furniture at the Centre are defined as movable items with temporary connection or no connection to the building structure.
- 18.6.2. The Contractor must develop, implement and maintain a comprehensive Annual Equipment Maintenance and Replacement Plan as a component of the Annual Business Plan.
- 18.6.3. The Annual Equipment Maintenance and Replacement Plan must be provided to the Superintendent by 1 September each year as a component of the Annual Business Plan and is to be approved by the Superintendent prior to being implemented.
- 18.6.4. If not approved by the Superintendent, the Contractor shall make amendments and resubmit to the Superintendent until approval is obtained.
- 18.6.5. The Annual Equipment Maintenance and Replacement Plan shall not be changed without the prior written approval of the Superintendent.
- 18.6.6. Equipment and furniture supply, maintenance, repair, replacement and upgrade are the responsibility of the Contractor and must be allowed for within the Centre's annual budget.
- 18.6.7. All equipment and furniture must be replaced on a regular or on an as needs basis in accordance with the Annual Equipment Maintenance and Replacement Plan and must be in an appropriate condition for its intended use.
- 18.6.8. Inspection, repair and replacement
 - a. The Contractor shall monitor the condition, function, testing and tagging and standard of appearance and presentation of furniture and equipment and ensure the repair or replacement of any item, which in the opinion of the Contractor, may:
 - i. require repair, maintenance or replacement;
 - ii. affect or impact on the delivery of the Services; or
 - iii. breach any applicable law.
 - b. The costs associated with any equipment and furniture repair or replacement shall be borne by the Contractor.

18.7. Contractor's Furniture, Plant and Equipment

- 18.7.1. The Contractor is wholly responsible for the maintenance, repair servicing and replacement of furniture, plant and equipment owned and leased (refer Clause 18.2) by the Contractor and used in the delivery of the services, unless agreed otherwise by the Superintendent.
- 18.7.2. The Contractor must ensure that all equipment owned and leased by the Contractor, is in good working order, safe for use and must ensure that the condition of the equipment does not impact negatively on customer safety or satisfaction.
- 18.7.3. The Contractor must clearly label all its own equipment and maintain a separate asset register for the items including proof of ownership.

18.8. Repair and Replacement of Major Items of the Centre

- 18.8.1. The repair and replacement of mechanical and hydraulic plant and equipment including electrical motors and pumps will be the responsibility of Council, provided prescribed operational servicing and maintenance has

been performed by the Contractor in accordance with this Specification and Appendix N Facility Maintenance Responsibilities.

- 18.8.2. In accordance with Appendix N Facility Maintenance Responsibilities, the costs associated with repair and replacement of mechanical and hydraulic plant and equipment shall be borne by Council, unless the repair or replacement is determined by the Superintendent to have resulted from:

- a. negligence of the Contractor or its employees, sub-contractors or agents;
- b. required servicing and maintenance in compliance with the manufacturers, suppliers and installers warranties and instructions has not been undertaken by the Contractor;
- c. damage caused by the actions of the Contractor or its employees, sub-contractors or agents; or
- d. wilful damage caused by other persons whose actions the Contractor or its employees, sub-contractors or agents should have been able to control (including patrons),

in which case those costs shall be borne by the Contractor including any losses or resultant costs from any service disruptions.

18.9. Essential Safety Measures – Right of Entry

- 18.9.1. Any authorised Council officer, contractor or appointed representative may enter the Centre at any reasonable time after giving the Contractor reasonable notice where practical to:

- a. Inspect the condition of the Centre.
- b. Rectify any default by the Contractor under this Contract;
- c. Undertake any repair, maintenance, works or alterations to the building which Council decides to or is required to carry out by any law or authority in accordance with this Contract.

- 18.9.2. Council will use all reasonable endeavours to cause as little disruption as possible to the Service of the Centre in exercising this right.

- 18.9.3. Notice will be provided for cyclic and routine maintenance and inspections undertaken by Council's contractors that involve multiple buildings in the following situations:

- a. The carrying out of routine essential safety measures; and
- b. Inspection for the purpose of valuation.

- 18.9.4. Council officers, contractors or appointed representatives are required to provide suitable identification before entering the Centre.

18.10. Compliance with Manufacturers Warranties

- 18.10.1. The Contractor must ensure that all operational maintenance, servicing and cleaning of the Centre is carried out in accordance with manufacturers, suppliers and installers warranties and instructions.

- 18.10.2. The Contractor must, at the Contractors cost, immediately repair to the satisfaction of the Superintendent any damage caused by the Contractor maintaining or cleaning in a manner which is contrary to the manufacturers, suppliers and / or installers warranties and instructions.

- 18.10.3. Such repair costs are not to be included in the Centre's operational expenditure.

18.11. Vandalism

- 18.11.1. The Contractor shall be liable for the cost of repairing any vandalism or malicious damage to the Centre if unauthorised persons were able to obtain entry because the Centre was not properly secured.
- 18.11.2. The Contractor must provide a budget allocation in their Tender for vandalism of the Centre to be used when the repair cost is below the excess of Council's insurance cover for vandalism.
- 18.11.3. The Council insurance policy excess at 13 April 2018 for a single act of vandalism is \$5,000 excess (including for buildings and play equipment).
- 18.11.4. All vandalism must be reported and repaired to the satisfaction of the Superintendent.

An allowance in the budget must be included for repair of vandalism and listed in Tender Schedule 4.4.

18.12. Removal of Graffiti

- 18.12.1. The Contractor is responsible for the removal of graffiti from internal areas (inside buildings).
- 18.12.2. Council is responsible for removal of graffiti from external (outside) areas of the buildings, the car park and associated infrastructure.
- 18.12.3. All trace of the graffiti must be removed within 48 hours and the surface reinstated to its previous condition to the satisfaction of the Superintendent.
- 18.12.4. Offensive graffiti must be given a higher priority and be removed within four (4) hours.

An allowance in the budget must be included for removal of graffiti and listed in Tender Schedule 4.4.

18.13. Grounds Maintenance

- 18.13.1. The grounds maintenance responsibilities of the Contractor and Council are provided in Appendix O Grounds Maintenance Responsibilities.
- 18.13.2. The Contractor must ensure that the outdoor areas within the Centre boundary as indicated in Appendix A Site Plan and identified as the Contractor's responsibility in Appendix O Grounds Maintenance Responsibilities in an aesthetically pleasing and safe condition and to the satisfaction of the Superintendent.
- 18.13.3. The Contractor must ensure that:
 - a. Each day prior to the opening of the Centre as part of the opening procedure a visual inspection of the fence surrounding the Centre is undertaken to ensure that it is in good order and that access cannot be gained.
 - b. Any required repairs must be undertaken in accordance with Council procedures, and wherever possible, must be undertaken prior to closure of the Centre in accordance with Appendix N Facility Maintenance Responsibilities.

18.13.4. Car Parks

- a. The Contractor is responsible for the pick-up of litter and rubbish in the car parks in accordance with Appendix Q Cleaning Services.
- b. Council will be responsible for the sweeping of the car parks at a frequency as determined by the Superintendent.

18.14. Certificate of Occupancy

- 18.14.1. The Contractor must comply with the requirements of the Certificate of Occupancy for the Centre.
- 18.14.2. Council, its contractor or appointed representative will carry out an audit on the buildings essential services as specified, listed on the Certificate of Occupancy or matters identified by the Building Surveyor and will complete works found by the audits to be deficient unless the work is the responsibility of the Contractor in accordance with Appendix N Facility Maintenance Responsibilities.

18.15. Cleaning

- 18.15.1. The Contractor is responsible for ensuring that a high standard of cleanliness and presentation of the Centre is maintained at all times.
- 18.15.2. The Contractor is responsible for the cleaning of the Centre and must maintain the Centre in a hygienic, clean and litter-free state at all times, in accord with industry standards, Statutory Requirements and Local Laws, including:
 - a. Cleaning the Centre buildings, including all wet and dry activity areas, amenities, administration areas, foyers and access ways, storerooms, plant rooms, café and kitchen areas.
 - b. Operate under a schedule of cleaning that ensures regular checks each day of all amenities and includes periods of cleaning activity that will have minimal disruption to the enjoyment of patrons.
 - c. Records are to be kept of checks and are to be made available for inspection by the Superintendent on request.
 - d. All labour, plant, equipment and materials (including chemicals and paper) required to maintain the site to the specified standard is the responsibility of the Contractor.
 - e. The landscaped area, as shown in Appendix A Site Plan, clear of all litter and rubbish and at least once per day pick up all litter and rubbish in the designated area.
 - f. Sweeping, washing and polishing for the general presentation of the Centre.
 - g. Cleaning all the interior and exterior windows, walls, framework and ducting within the Centre.
 - h. Compliance with the minimum required cleaning tasks as specified in Appendix Q Cleaning Services.
- 18.15.3. The costs associated with all cleaning labour, consumables, materials, equipment and tools shall be the responsibility of the Contractor.
- 18.15.4. The Contractor must develop cleaning procedures, consistent with Appendix Q Cleaning Services for approval by the Superintendent at least 30 days prior to the Commencement Date for inclusion in the Centre's Procedures Manual. The cleaning procedures will be reviewed annually or when necessary.
- 18.15.5. The Contractor must:

- a. Regularly inspect and maintain toilets and change rooms in accordance with current Health Regulations and in accordance with the *Department of Human Services Pool Operators Handbook (2008)* and subsequent updates and revisions.
 - b. Clean toilets and change rooms daily in accordance with the Cleaning Procedures and more frequently during times of high usage and visitation.
 - c. Maintain up to date licences and permits required for the discharge of chemicals, waste waters and refuse from the Centre.
 - d. Comply with all statutory requirements under the *Litter Control Act 1987* and all Local Laws.
 - e. Ensure the provision and regular emptying of sanitary waste services in female, unisex and accessible toilets, sharps containers and nappy bins in appropriate areas.
 - f. The immediate cleaning and removal of any spill, including food and drink.
 - g. The immediate placement of temporary barriers and the removal of any bodily discharge including vomit, urine and excrement.
- 18.15.6. The Contractor shall carry out all cleaning operations, without staining, marking or otherwise damaging the walls, floors, floor coverings, ceilings, skirting boards, partitions, furniture, fixtures or fittings on the premises.
- 18.15.7. The Contractor will be responsible for and will be required to make good at their own cost, any loss or damage to property of the Council by the Contractor or the Contractor's servants, agents or employees, or by the use of any cleaning materials, method or apparatus in a manner not in accordance with the manufacturer's or supplier's recommendation in respect of such material, method or apparatus.
- 18.15.8. The Contractor must address cleaning complaints within one (1) hour of lodgement of the complaint, develop long term solutions within 24 hours and insert solutions into the Cleaning Procedures.
- 18.15.9. The Superintendent will immediately notify the Contractor of any unsatisfactory cleaning, and may direct the Contractor to:
- a. Undertake immediate cleaning of any identified area; and / or
 - b. Amend their cleaning procedures or frequencies.

An allowance in the budget must be included for cleaning and listed in Tender Schedule 4.4.

18.16. Emergency Work

- 18.16.1. Emergency work means work to rectify damage to the building, plant, fixtures and fittings arising because of unforeseen circumstances. Emergency work includes storm, tempest or earthquake damage and structure failure of the buildings and plant, and where direct, sudden and urgent action is required to rectify the situation or to ensure that the situation does not worsen or to ensure that the area is made safe for the public.
- 18.16.2. Work arising from the failure of the Contractor to perform its obligations in relation to the Contract shall not be considered as emergency work.
- 18.16.3. If the Contractor omits or fails to perform any part of the Contract and is requested by the Superintendent to remedy such an omission or failure, such work shall not be considered as emergency work.
- 18.16.4. In the event that emergency work is required at the Centre, the Contractor will immediately notify the Superintendent and the Facilities Unit. In the event of unavailability, Council's nominated agents or contractors should be notified.

18.17. Condition Audit of the Centre

- 18.17.1. The Contractor and the Superintendent, with representative from the Facilities unit, will undertake a condition audit of all Council's assets at the Centre, including the Centre itself, jointly within two (2) weeks of the commencement date ("initial audit"). An audit will then be conducted at 12-month intervals and again not later than three (3) months before the end of the Contract Term ("final audit").
- 18.17.2. The purpose of these audits is to establish a comparative evaluation of the condition of the assets with that at commencement ("initial audit"). Any deterioration of the condition of the assets (fair wear and tear accepted) identified by the audits must be rectified at the Contractor's expense prior to the expiry of that Term.
- 18.17.3. Thirty (30) days prior to the end of that Term, the Contractor and Superintendent will again inspect the Centre to ensure that the Contractor has complied with the final audit by bringing the Centre to the same condition as agreed from the final audit.
- 18.17.4. If the Contractor fails to comply with the final audit, the Contractor must permit the Superintendent, its agents, contractors or workers to enter upon the Centre to carry out any necessary remedial works. All costs incurred by Council in the performance of remedial work shall constitute a liquidated debt payable by the Contractor to Council on demand.

18.18. Asset Audit of the Centre

- 18.18.1. The Contractor, Superintendent and representatives from the Facilities Unit must undertake an audit of all assets at the Centre for the purpose of safeguarding Council's assets and minimising the risk of significant loss jointly within two (2) weeks of the commencement date. Then at 12-month intervals and not later than one month before the end of each Contract period.
- 18.18.2. The Contractor must, at its cost, replace all missing assets, within five (5) days, unless otherwise directed by the Superintendent.

18.19. Maintenance Reporting / Request System

- 18.19.1. The Contractor must immediately report all required maintenance requests that are the responsibility of Council in accordance with this Contract to Council's nominated Building or Grounds Maintenance Representative/s or Superintendent using the approved procedure and reporting system.
- 18.19.2. The Contractor must include in the monthly report all maintenance undertaken during that month, any maintenance issues and maintenance required.

19. PERFORMANCE AND REPORTING

19.1. General

- 19.1.1. Council seeks to engage a Service Provider who can deliver a high standard of performance in Centre Operations. Key performance areas include: financial, health and safety, program development, risk management, marketing and customer relations, human resources, environmental management, cleaning and operational maintenance.
- 19.1.2. To ensure high performance standards by the Contractor, and to achieve objectives for the Service, Council is committed to implementing a quality performance monitoring framework, which will be complemented by the provision of quality reports by the Contractor.

19.2. Local Government Performance Reporting Framework

- 19.2.1. The Contractor is required to collect and store data on behalf of Council for the Victorian Government.
- 19.2.2. The data collected, and the performance statement will be subject to audit by the Victorian Auditor-General's Office (VAGO) with sufficient evidence required to be provided, to support the results and explanation of variations.
- 19.2.3. Data must be provided to allow Council to report on the Centre in accordance with the *Local Government Performance Reporting Framework, Section 3 Service Performance Indicators - Aquatic Facilities*:
 - a. Satisfaction - User Satisfaction with aquatic facilities.
 - b. Service Standard:
 - i. Health Inspections of aquatic facilities defined as the number of inspections by an authorised officer within the meaning of the *Public Health and Wellbeing Act 2008* carried out per Council aquatic facility.
 - ii. Reportable safety incidents at aquatic facilities defined as the number of WorkSafe reportable aquatic facility safety incidents.
 - c. Service Cost – cost of indoor aquatic facilities and cost of outdoor aquatic facilities, defined as the direct cost less any income received of providing indoor or outdoor aquatic facilities per visit.
 - d. Utilisation – utilisation of aquatic facilities (audited), defined as the number of visits to aquatic facilities per head of municipal population.
- 19.2.4. The Contractor must be able to:
 - a. Authenticate and authorise all data prior to submission to the Superintendent.
 - b. Ensure that the collection and methodology utilised meets legislative requirements and are able to be consistently implemented by the Contractor.

- c. Provide explanations to enable Council to respond within required timeframes to annual results and variations year on year.
- d. Make any necessary adjustments to data collection and reporting to meet any subsequent changes in the Local Government Performance Reporting Framework.

19.3. Commencement Transition Plan Review

- 19.3.1. Review of Commencement Transition Plan Implementation
 - a. A review of the implementation of Commencement Transition Plan and Contractor performance will be conducted following completion of the first three months of management and operation of the facilities.
 - b. The review in Clause 19.3.1.a will be conducted in conjunction with the monthly contract meeting in June 2019 and will include without limitation:
 - i. The Contractor's delivery of, and compliance with, the Commencement Transition Plan;
 - ii. The contents of the monthly reports for the Centre;
 - iii. The implementation of policy;
 - iv. Operational issues; and
 - v. Any such other matters as determined by the Superintendent.

19.4. Quality Plan

- 19.4.1. The Contractor shall manage and control quality of the performance of the Services under the Contract in accordance with a Quality Plan.
- 19.4.2. The Contractor must submit a draft Quality Plan to the Superintendent for approval at least 30 days prior to the Commencement Date.
- 19.4.3. The Contractor must implement and perform the Services in accordance with the Quality Plan, approved by the Superintendent ("Approved Quality Plan").
- 19.4.4. The Plan must be reviewed annually during the Contract Term and obtain the Superintendent's approval to any proposed amendments to the approved Quality Plan.
- 19.4.5. The Quality Plan must be in accordance with the General Conditions Clause 2.10.2.

19.5. Performance Monitoring Framework

- 19.5.1. Council will assess the Contractor's Performance and contract compliance on a monthly and annual basis through a combination of site inspections, meetings, reporting, audits, customer feedback and other monitoring tools. Monthly and annual meetings will review results against the Key Performance Indicators.
- 19.5.2. The Contractor must submit monthly, quarterly and annual reports to the Superintendent.
- 19.5.3. The monthly, quarterly and annual reports, against the approved Annual Business Plan, will be submitted to the Superintendent in an agreed format in accordance with the timeframes in this Specification and Contract.
- 19.5.4. The Contractor must at the monthly meeting provide the Superintendent with action plans and / or strategies to address any underperforming areas. These action plans and / or strategies will nominate the problem, the action required to resolve, who is responsible and date for completion. Each

subsequent meeting will review the action plan/s until all actions are signed off as complete by the Superintendent.

- 19.5.5. Performance reviews will be facilitated by:
- a. Site inspections: addressing issues identified, agreed procedure for addressing and timeframe to complete.
 - b. RLSSA Audits: addressing issues identified, agreed procedure for implementing recommendations and timeframe. Develop KPIs where possible.
 - c. CERM Audits: assessing performance against industry, identifying any issues, procedure to address and timeframe, and developing KPIs where possible.
 - d. Monthly Reports: overview of Service performance, reports by exception, identifying issues, procedure for addressing and timeframe.
 - e. Key Performance Indicators: assess performance against Contract and agreed KPIs.
 - f. Plans and Strategies: implementation and adherence to the delivery of all plans required under this Contract (Service Strategic Plan as per Clause 7.2 and Annual Business Plan as per Clause 7.3).
 - g. Financial Reports: monthly operational reports and quarterly full financial reports and annual audited financial report (Clause 9.11).
 - h. Annual Reports: overview of the previous years' performance, addressing issues raised, identify the procedure for addressing and time line, detail of service performance against KPIs.
 - i. Annual Business Plan: review of the previous years' service delivery, management of the service, performance delivery and sustainability. Identify areas for improvement for the coming year.

19.6. Performance Assessment

- 19.6.1. As part of the Annual Business Plan (Refer Clause 7.3) Key Performance Indicators must be developed for the Key Result Areas including, but not limited to:
- a. Asset Management
 - b. Customer Satisfaction and Customer Retention
 - c. Environmental Management and Sustainability.
 - d. Finance
 - e. Human Resources
 - f. Marketing
 - g. Programs and Services
 - h. Risk Management, Health and Safety
- 19.6.2. Key Performance Indicators
- a. An assessment of the Contractor's performance will be based on, but not limited to, the achievement of Key Performance Indicators (KPIs) for the Centre.
 - b. In partnership with the appointed Contractor, additional KPIs may be developed and implemented.
 - c. The Contractor must comply with the KPIs.
 - d. The KPIs are detailed in the following table:

KPI NO	Item	Performance Outcome	Performance Indicator	Reporting Frequency
KPI-1	Annual Business Plan – Clause 7.3	Annual Business Plan as per Clause 7.3 including the Annual Marketing Plan, Annual Human Resources Plan (incorporating the Annual Training Plan), Annual Programs and Services Plan, Risk Management Plan, OH&S Management System, Annual Maintenance Plan, Environmental Management Plan, Centre budget and operational performance outcomes.	90% provision of the Annual Business Plan in accordance with required timelines, contents completed and to required standard.	Monthly and Annually
KPI-2	Financial Performance – Clause 9.11	Achievement of approved Annual Budget for the Centre including achievement of agreed financial targets.	90% achievement of agreed financial targets, allowing for any agreed variations.	Monthly and Annually
KPI-3	Clauses 19.2	Cost per visit (Local Government Performance Reporting Framework)	Achievement or better of the annual targets for cost per visit.	Annually
KPI-4	Centre Visitation Levels – Clause 7.3	Total visits in accordance with targets in Annual Business Plan allowing for any agreed variations or seasonal fluctuations in use of outdoor pools in summer due to weather.	Achievement or better of the annual targets for total visits as set annually in the Annual Business Plan allowing for any agreed variations or seasonal fluctuations in use of outdoor pools in summer due to weather.	Monthly and Annually
KPI-5	Swimming Lesson and Aquatic Education Programs – Clause 12.5	Delivery of swimming lesson and aquatic education programs in accordance with Clause 12.5.	90% of planned aquatic education program targets in the Annual Business Plan achieved allowing for any agreed variations or seasonal fluctuations.	Annually

KPI NO	Item	Performance Outcome	Performance Indicator	Reporting Frequency
KPI-6	Swimming Lesson Numbers – Clause 12.5	Swimming lesson participants and retention rates and where possible the progression of participants to improved levels of competency.	Achievement or better of swimming lesson targets in approved Annual Business Plan, allowing for any agreed variations or seasonal fluctuations.	Annually
KPI-7	Level of Membership and Retention	Level of membership per floor space (CERM) compared to program targets in accordance with targets in Annual Business Plan.	Achievement, or better of agreed annual membership targets per floor space compared to program targets in accordance with Annual Business Plan.	Monthly and Annually
KPI-8	Clause 13.8	Increase in percentage of members retained at the Centre longer than one (1) year.	Achievement or better of agreed annual targets for increase in percentage of members retained longer than one (1) year as set in Annual Business Plan.	Monthly and Annually
KPI-9	Municipal Programs and Services Delivery Clause 12.2	Deliver the agreed programs and services in accordance with the approved Annual Programs and Services Plan. (Clause 12.2)	90% of programs and services in approved Annual Programs and Services Plan delivered.	Monthly and Annually
KPI-10	Access and Inclusion – Clause 11.5	Implementation of initiatives and programs that improve access and inclusion for the community.	90% of access and inclusion initiatives and programs in Annual Business Plan delivered.	Monthly and Annually
KPI-11	High Level of Positive Customer Satisfaction - Clause 13.5	Achievement of high level of positive customer satisfaction in Customer Satisfaction Surveys.	Minimum of 90% positive levels of satisfaction, achievement of 7 out of 10, in customer satisfaction surveys.	Monthly and Annually

KPI NO	Item	Performance Outcome	Performance Indicator	Reporting Frequency
KPI-12	Level of Customer Feedback Clause 13.3	All written correspondence and feedback responded to within a maximum of 10 working days. All telephone, social media and face to face enquiries and feedback responded to within a maximum of one (1) working day.	90% compliance with timeframes for responses to customer feedback.	Monthly and Annually
KPI-13	Cleanliness of Centre – Clause 18.15 & Appendix Q Cleaning Schedule	Cleaning issues raised by patrons, staff or Council representatives addressed within one (1) hour.	90% of complaints addressed within one (1) hour of receipt.	Monthly and Annually
KPI-14		Achievement of visually attractive and pleasant environment.	90% positive satisfaction with cleanliness service levels in Council mystery shopper and Superintendent random Centre audits. Impacts of age of Centre areas on cleanliness standards will be considered in these assessments.	Monthly and Annually
KPI-15	Cleanliness of Centre – Clause 18.15 & Appendix Q Cleaning Services	Repeated non-compliance with cleanliness in accordance with requirements of Clause 19.15 and Appendix Q Cleaning Services.	Non-compliance in accordance with Appendix Q Cleaning Services and Clause 18.15 in relation to cleanliness of that same area within the Centre, not repeated within a three (3) month period.	Monthly and Annually
KPI-16	OH&S – Clause 15.6 and 8 of General Conditions	Compliance with staff induction and training requirements. (Clause 10.5)	100% compliance by the Contractor with OH&S staff induction and training requirements.	Monthly and Annually

KPI NO	Item	Performance Outcome	Performance Indicator	Reporting Frequency
KPI-17		Safety issues raised by patrons, staff or Council representatives addressed within one (1) hour (Clause 15.10.6)	90% of complaints addressed within one (1) hour of receipt.	Monthly and Annually
KPI-18	Safety of Aquatic Facilities	Clause 15.7 - Multi Point Safety inspection of the aquatic components of the Centre.	95% or higher achievement (safety and compliance) with aquatic facility audits as per Clause 15.7. (exclude factors not under control of Contractor)	Annually or when conducted
KPI-19		Clause 12.5.8 - Life Saving Victoria Watch Around the Water.	Life Saving Victoria Watch Around the Water.	Monthly and Annually
KPI-20	Water Quality – Clause 16.1	Pool water quality maintained in accordance with Water Purification Standards and relevant Regulations, as assessed in the independent testing (Clause 16.1.8) and by a qualified member of Council staff or their nominated representative (Clause 16.1.11).	Water quality meets the required standards and guidelines in independent and Council conducted water quality tests. (Refer Clause 16.1)	As per Clause 16.1
KPI-21	Sustainability & Environment – Clause 16.6 & 16.7 Appendix R	Reduction in the annual consumption of water, gas and electricity at the Centre allowing for any consumption reasonably attributable to extended operating hours or increase in patronage.	Reduction in the annual consumption of water, gas and electricity at the Centre, in accordance with targets set in Annual Environmental Management Plan, allowing for any consumption reasonably attributable to extended operating hours or increase in patronage.	Annually

KPI NO	Item	Performance Outcome	Performance Indicator	Reporting Frequency
KPI-22	Reporting – accuracy, timeliness and completeness – Clause 19	All required reports submitted on time, in the agreed format and to a practicable quality for use by the Council.	100% provision of Clause 19 reporting requirements, in accordance with required timelines, contents completed and to required standard unless prior written approval of the Superintendent.	Monthly, Quarterly and Annually
KPI-23	General Achievement and Performance – Clause 2, 3 and 19.6	Compliance with all objectives and conditions of this Specification and Contract.	Minimum of 95% compliance on specification deliverables and KPIs.	Annually

19.7. Monthly Reports

- 19.7.1. The Contractor must submit a monthly report to the Superintendent to be received by the 5th day of each month in the agreed format, detailing for the previous month achievements against the Annual Business Plan.
- 19.7.2. The report must be submitted in the agreed format.
- 19.7.3. Any variation to the reporting format will be agreed via negotiation between the Superintendent and the Contractor's Representative.
- 19.7.4. Monthly Reports will include, but not limited to:
- a. Financial:
 - i. Detailed income and expenditure by month and year to date totals compared to predictions in the Annual Business Plan and the information submitted in Tender Schedules and prior year(s) results including average cost per visit for key service areas.
 - ii. Reports by exception expenditure and income of 10% variance or greater.
 - b. Programs and Services:
 - i. Monthly attendance levels by category of use compared to previous month and prior year(s) including but not limited to:
 1. Total number of visits to the Centre;
 2. Participation by activity category;
 3. Number of new members per membership category;
 4. Number of cancelled memberships per membership category;
 5. Membership retention data by category;
 - ii. Initiatives and evaluation against the Annual Programs and Services Plan.
 - c. Customer Service:
 - i. Summary of multiple negative feedback, complaints, and actions to address.

- d. Operations:
 - i. Report on any spillage of chemicals.
 - e. OH&S Performance as per Clause 8.4 of General Conditions of Contract) including but not limited to:
 - i. the number of "lost time" injuries suffered by the Contractor's employees and sub-contractors;
 - ii. the number of working days lost due to injury to employees and sub-contractors;
 - iii. the status of the implementation and outcomes of corrective actions undertaken as a result of OH&S inspections and risk assessments;
 - i. the status of OH&S Management System audits undertaken by the Contractor
 - ii. summary of any Worksafe / Health Inspections including any actions / recommendations; and
 - iii. Safety and security issues as well as action taken to resolve the issue(s).
 - f. Marketing:
 - i. Summary of any major campaigns.
 - g. Performance Measurement & Monitoring:
 - i. Progress on achievement of KPIs for the Contract.
 - h. Any other information reasonably required by the Superintendent.
- 19.7.5. Each item listed in Clause 19.7.4 requires explanations and a considered analysis. A basic list of results / items / graphs repeated month to month will not meet the Contract requirements.
- 19.7.6. The Monthly Report must be approved by the Superintendent prior to any payment to the Contractor in accordance with Clause 22.2.2.
- 19.7.7. Where monthly payments are not due to the Contractor, then refer to Clause 19.12.

19.8. Annual Report

- 19.8.1. The Contractor must submit to the Superintendent an Annual Report in the agreed format by 1 September each year which includes:
- a. An audited financial statement using accrual-based accounting principles and in accordance with applicable Australian Accounting Standards.
 - b. Monthly and annual attendances, details of income derived from all activities at the Centre compared to the information submitted in Tender Schedules and approved Annual Business Plan.
 - c. Report on performance and evaluate required deliverables as per the approved Annual Business Plan, including:
 - i. Marketing and Promotional Activities;
 - ii. Programs and Services;
 - iii. Operational Maintenance and Servicing;
 - iv. Human Resources, staff training and development;
 - v. OH&S and Risk Management; and
 - vi. Environmental Management.
 - e. Data listed under the Local Government Performance Reporting Framework, (Refer Clause 19.2).

- f. Results of all the Customer Satisfaction / Retention surveys and Community Consultation conducted including commentary on results and actions taken to address any issues raised (Refer Clauses 13.5, 13.6 and 13.8).
 - g. Other as agreed.
- 19.8.2. Where the Contract Term concludes on a date other than 30 June, the Contractor will provide a report covering the period from 1 July to Contract end date which includes all information listed in Clause 19.8.

19.9. Contract Meetings

- 19.9.1. The Contractor's Representative (as per Clause 10.11.1), the Centre Manager and the Superintendent will meet monthly or as frequently as required by the Superintendent to monitor the Contractor's performance.
- 19.9.2. The Agenda will be based on information provided in the most recent Monthly Report and any Service updates.
- 19.9.3. An agenda will be prepared by the Superintendent.
- 19.9.4. The Contractor will be responsible to minute the Monthly and all other Contract Meetings in accordance with this Clause 19.9.
- 19.9.5. The meetings must be minuted with the timelines and responsibility for all agreed actions recorded.
- 19.9.6. The Contractor must ensure that such staff attend the meetings as directed by Superintendent.
- 19.9.7. The Superintendent may also schedule meetings to deal with any matter relating to the Contract as they arise.
- 19.9.8. The Superintendent will provide reasonable notice of the date, time and location of any such meeting.
- 19.9.9. The Contractor will attend, at no additional charge to the Council, such additional meetings as may be directed by the Superintendent, at a mutually agreed time. These meetings may be with service members, Council officers, Community or Municipal organisations or the general community.

19.10. Annual Review

- 19.10.1. The Superintendent will undertake a formal review of the Contractor's performance and of the Contract on an annual basis in consultation with the Contractor.
- 19.10.2. The review will be undertaken within four weeks of receipt of the Annual Report.

19.11. Performance Management

- 19.11.1. Where the Contractor breaches the Contract (including by failing to meet the KPIs), action will be taken to bring about improvement. This will take the following forms:
- a. For isolated instances of inadequate performance – at the next scheduled meeting the Contractor and the Superintendent will discuss and document actions / improvements prior to next meeting.
 - b. For recurring instances of minor inadequate performance – the Contractor and the Superintendent to meet, examine in detail and document measures and a timetable for sustained improvement.
 - c. For isolated instances of breach of Contract – immediate examination by the Superintendent and the Contractor, to detail, timetable and implement improvement measures. The Superintendent will formally document breach as a default of Contract.
 - d. For regular instances of breach of Contract – the Superintendent may give notice to the Contractor, in accordance with the Clause 6 Defaults and Terminations of the General Conditions.

19.12. Non-provision of Required Reports

- 19.12.1. Should the Contractor on more than three occasions submit a required report either in an unacceptable format or outside of the timelines specified, the Superintendent may give notice to show cause why the Contract should not be terminated as per Notice of Default Clause 6 in the General Conditions.

20. PERMANENT CLOSURE OF THE CENTRE

20.1. Closure of Centre

- 20.1.1. Without limiting the Council's other rights under this Contract, the Council may determine to permanently close the Centre during the term of the Contract, or any extensions to the Contract Term if:
- a. The Centre is damaged to an extent that the Council considers it impractical to continue the operation of the Centre; or
 - b. The Council determines that it is undesirable to continue the operation of the Centre on the basis of cost to the Council relative to attendances, provided that the Council notifies the Contractor of any such determination not less than 30 days prior closure; or
 - c. The relevant water authority identifies that there is insufficient water available to operate swimming pools, or any other environmental influence; or
 - d. The Council determines that it is undesirable to continue the operation of the Centre on the basis of cost to Council relative to required capital works and maintenance; or
 - e. The Council determines that it is undesirable to continue the operation of the Centre, provided that the Council notifies the Contractor of any such determination not less than 30 days prior to the closure.

20.2. No Compensation

- 20.2.1. Any termination of the Contract under this Clause 20 shall be without prejudice to any rights or obligations of the parties which have accrued at the date of the termination. (Refer Clause 6.1 Default by Contractor - Show Cause Notice and Suspension of Payment and Clause 6.4 Payments on Termination of the General Conditions)

20.3. Variation to Service

- 20.3.1. Should Council determine to permanently close the Centre during the term of the Contract, or any extensions to the Contract Term, the Superintendent will determine the extent of variation to the Services in accordance with Clause 5 Variations of the General Conditions of Contract.

21. TERMS OF PAYMENT

In line with Clause 4 Payment of the General Conditions of Contract.

21.1. Agreed Net Payments

- 21.1.1. The fixed price lump sum guaranteed net result for any financial year will be paid on a monthly basis unless otherwise agreed.

21.2. Monthly Net Lump Sum Payments to the Contractor

- 21.2.1. Where monthly payments are due to be paid to the Contractor, subject to Council receiving the tax invoice by the last day of the month for services provided to the end of the previous month, the Council must pay the Contractor within 30 days all amounts approved for payment by the Superintendent.
- 21.2.2. Payment from the Council to the Contractor shall only be due following receipt of the monthly report in accordance with the Specification for the period invoiced.
- 21.2.3. The Council may off-set amounts due from the Contractor to the Council with amounts due from the Council to the Contractor.

21.3. Monthly Net Lump Sum Payments to Council

- 21.3.1. Where monthly / quarterly payments are due to be paid to Council, Council will send a tax invoice to the Contractor by the last day of the month. The Contractor must pay Council within 30 days of issue of the invoice.
- 21.3.2. The Council may off-set amounts due from the Contractor to the Council with amounts due from the Council to the Contractor.

21.4. Payment of Profit to the Other Party

- 21.4.1. The Contractor must submit an audited profit/loss statement by 1 September each year to the Superintendent.
- 21.4.2. Services under the Contract will cease on 30 June of the final year and the Contractor must submit a final audited profit/loss statement by 1 September to the Superintendent.
- 21.4.3. If the Contract is terminated at a different date, then the Contractor must submit a final audited profit/loss statement within 30 days of the termination date for examination by the Superintendent.

- 21.4.4. Within 30 days of both parties agreeing on the value of the profit payment, the payment will be made to the other party.

APPENDICES

Appendix A Site Plan

Appendix B Floor Plan

Appendix C Municipality and Centre Overview

Appendix D Centre Operating Hours

Appendix E Council Policies, Plans and Strategies

Appendix F Fees and Charges

Appendix G Financial Trends

Appendix H Membership Categories

Appendix I Centre Membership and Occupancy Data

Appendix J Current Programs and Services

Appendix K Current Service and User Agreements

Appendix L Asset Inventory – Furniture, Fittings and Equipment

Appendix M Asset Inventory – Health Club

Appendix N Facility Maintenance Responsibilities

Appendix O Grounds Maintenance Responsibilities

Appendix P Childcare Licence

Appendix Q Cleaning Services

Appendix R Utilities Data

Appendix S VicHealth Indicators Survey 2015 Results – LGS Profile

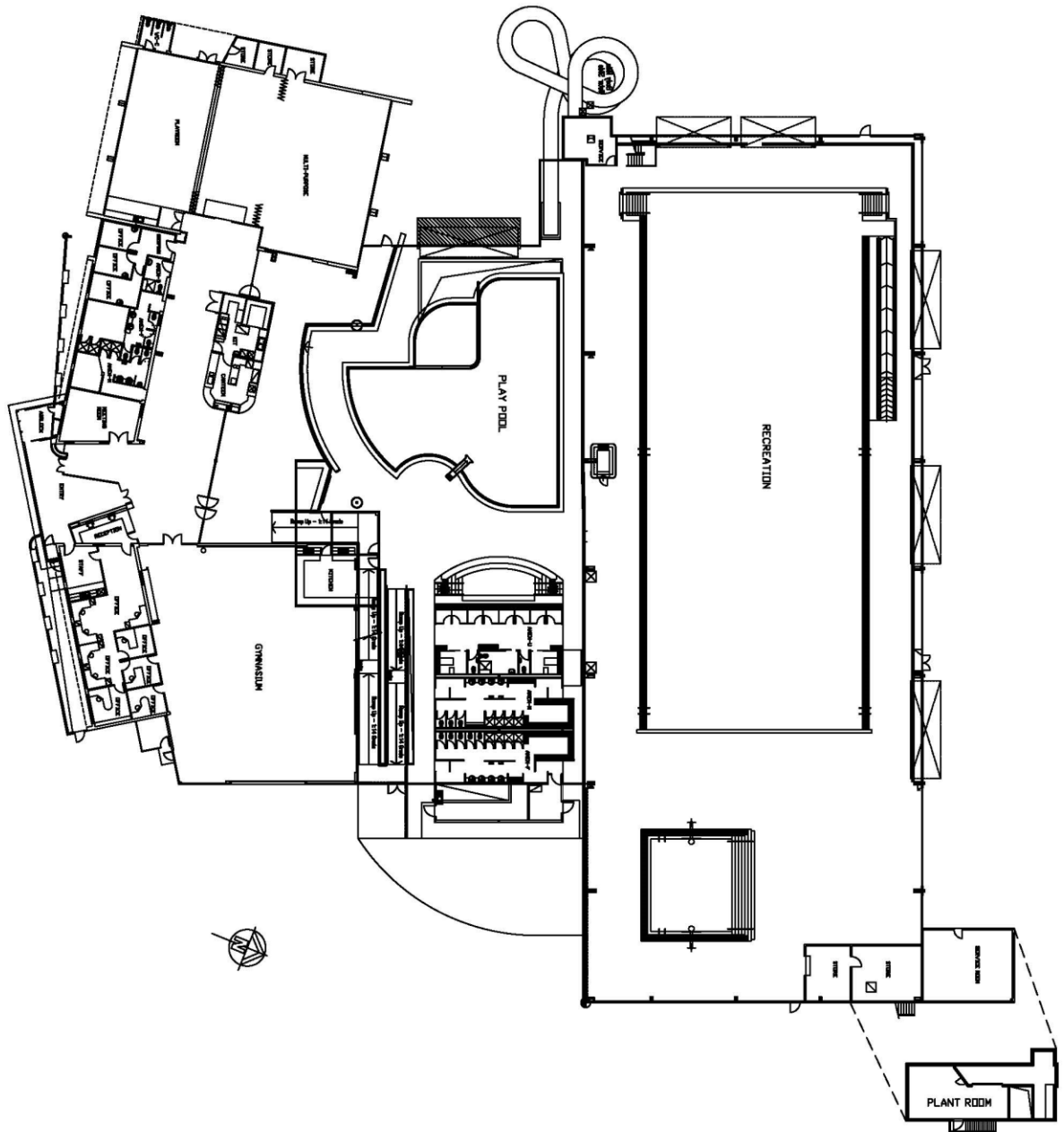
Appendix T Healthy choices: policy guidelines for sport and recreation centres

APPENDIX A: SITE PLAN



APPENDIX B: FLOOR PLAN

CB216
KNOX LEISURE WORKS



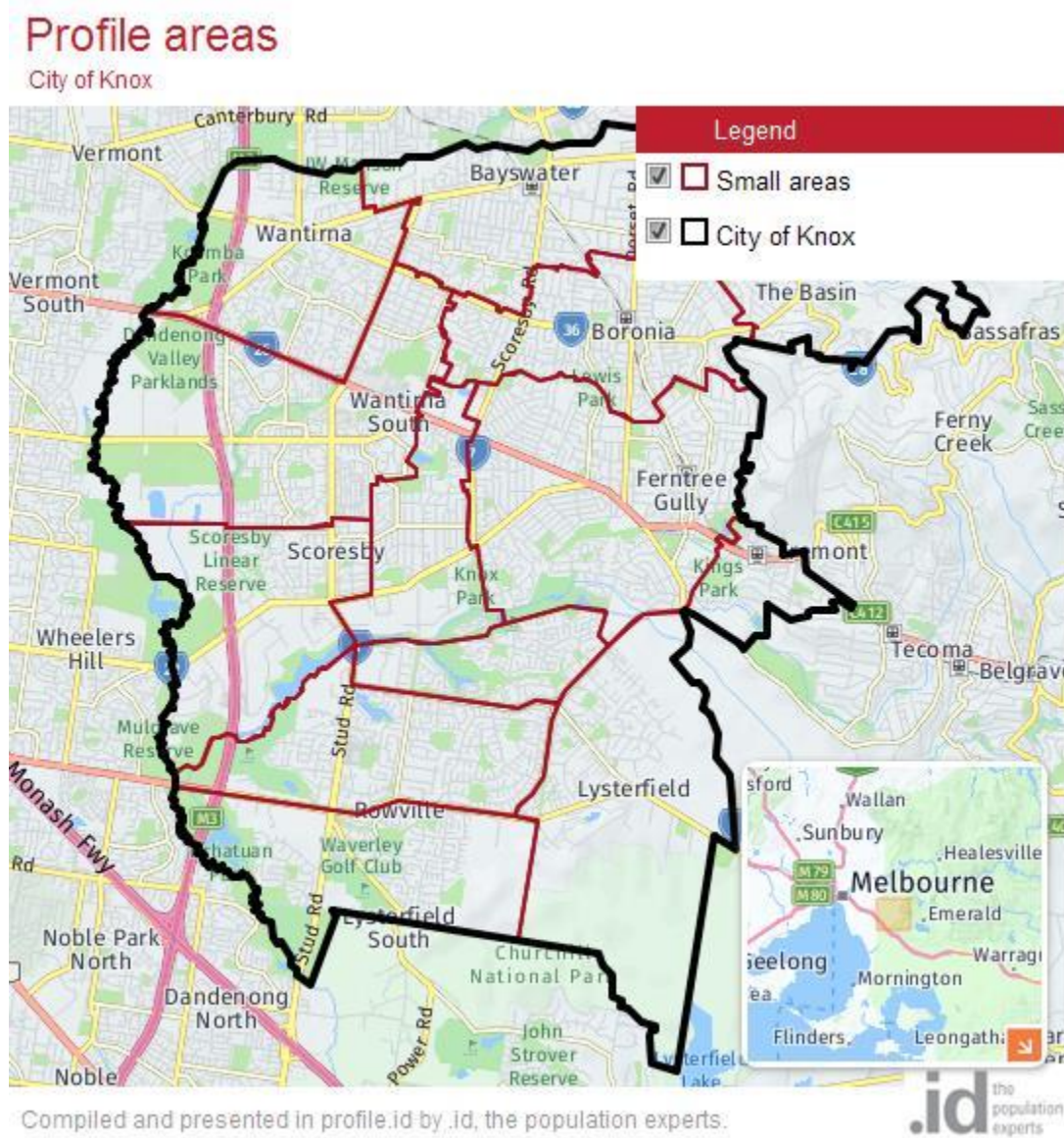
APPENDIX C: MUNICIPALITY AND FACILITY OVERVIEW

1. The Municipality

The City of Knox is located in Melbourne’s eastern suburbs, approximately 25kms southeast of the Melbourne CBD, which covers an area of 114km². The municipality includes the suburbs of Bayswater, Boronia, Ferntree Gully, Knoxfield, Lysterfield, Rowville, Sassafra, Scoresby, The Basin, Upper Ferntree Gully, Wantirna, and Wantirna South.

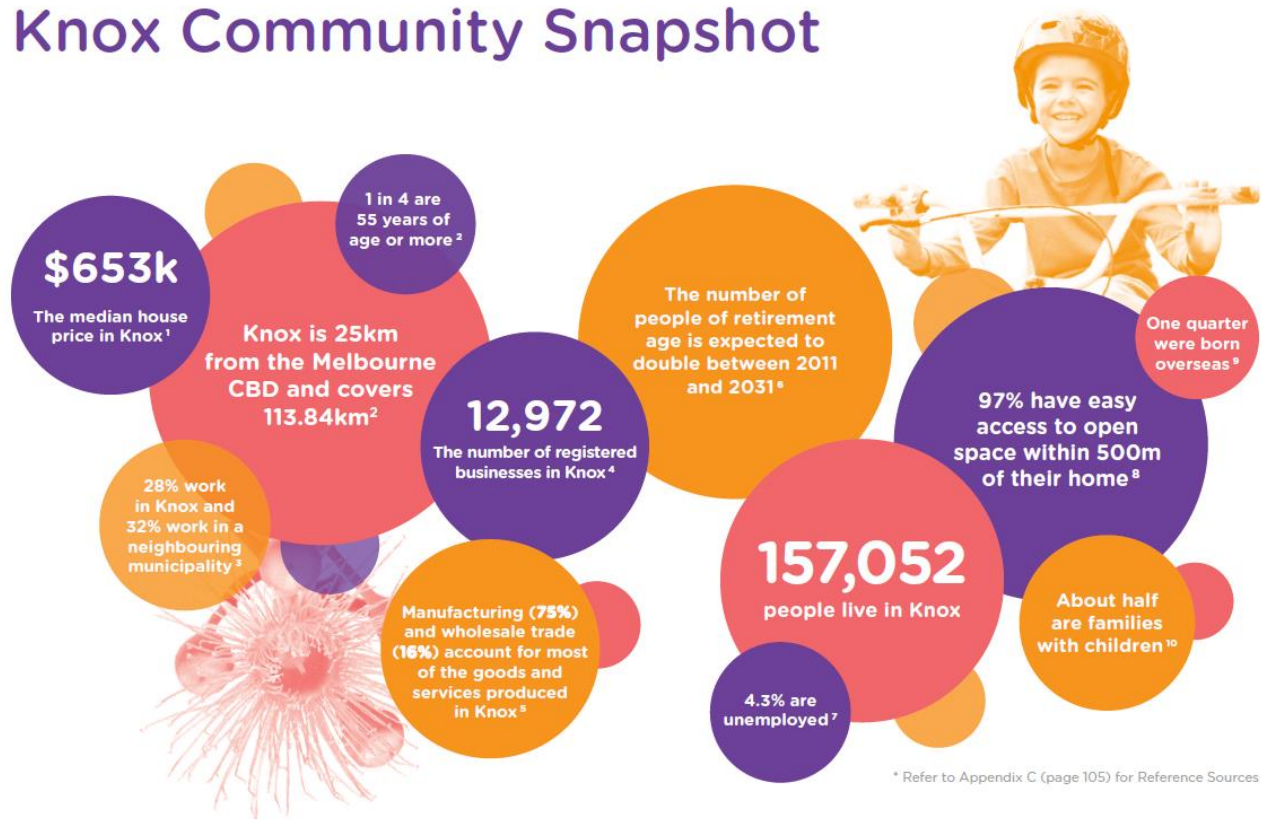
There are over 300 minor parks, reserves and playing fields spread throughout that cater for all forms of leisure and recreational activities. We have over 70 bushland reserves that enhance the landscape character of the municipality, which contribute to local biodiversity.

Knox residents are proud of their city’s leafy green image. They are protective of the nearby Foothills and other special places of biological significance.



2. People / Community Profile

Knox Community Snapshot



Community & Council Plan 2017-2021

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2.1 Community Profile Highlights

- 78,793 (51.1%) female population
- 75,317 (48.9%) male population
- 127,051 (82.4%) over 15 years
- 25% speak languages other than English at home
- 77,347 (94.4%) Employed
- 5.6% unemployment rate
- 1,048 SEIFA index of disadvantage

Further demographics and community profile data is available on Council's website: <http://profile.id.com.au/knox/home>

2.2 Key Community health data:

- 13.3% of adults in Knox smoke, compared to 12.4% across metropolitan Melbourne
- 25.5% of adults not meeting physical activity guidelines lower than Victorian average (26.6%)

3. Sport and Recreation

There are 243 clubs, groups and organisations, which provide more than 35 different sport and leisure activities to the community. Many of these activities are carried out at our minor reserves

and playing fields maintained by Council. The municipality hosts 100km of shared paths, which connect major parks, reserves, schools and shopping precincts.

Some of the key facilities within Knox include:

- Knox Leisureworks
- Knox Regional Sports Park (includes State Basketball Centre and Knox Regional Football Centre)
- Knox Basketball Stadium
- Rowville Community Centre
- Knox Regional Netball Centre
- Knox Park Athletics Centre
- Knox Skate and BMX Park – Gilbert Park
- Lewis Park Skate and BMX Facility
- Carrington Park Leisure Centre
- Knox Gymnastics Centre
- Waterford Valley Golf Course

4. Facility History and Overview

The Centre initially opened to the public in 1965 as an outdoor Olympic aquatic centre. The Centre was very successful in attracting a large number of users and operated until 1988 as a seasonal outdoor pool.

In 1988/89, Council committed major funding to redevelop the Centre to incorporate heated pools. Major works completed included covering the 50 metre pool, linking an internal circulation area to the pool hall and pool entry, and an expansion of the change rooms and car park. In 1991, a new fitness Centre and aerobics room was added to the Centre.

In 2010, following an extensive feasibility planning process, further improvements were added to include a warm water pool and supporting facilities.

In 2016, a Condition Audit was completed which outlined a number of areas for improvement. Works outlined within this report will be completed by the end of 2018. This included a number of aesthetic improvements (tiling, polishing steel grab rails, painting, etc.) and plant repairs.

In 2017/2018 the Aquatic change rooms and upstairs change rooms which service the gym and group fitness were redeveloped.

2018, will bring the introduction of 24/7 operation for the gym and group fitness area.

5. Description of Facilities

Indoor Aquatic

- 50 x 8 lane indoor pool
- Warm water pool
- Program pool

- Leisure Pool with minor water play elements
- Waterslide
- Spa
- Wet Change rooms (multiple change areas - warm water pool, family change and male/female/accessible)
- Aquatic Education office

Indoor Dry

- Gymnasium and weights room
- Group Fitness room (with Virtual Screen)
- Cycle Room
- Crèche (Licensed for up to 30 children)
- 2 x Party Rooms
- Entry, Reception area and offices
- Café, kitchen and social space
- 6 x Allied Health Rooms
- Upstairs Dry Change rooms (male, female and accessible)
- Meeting room

Outdoor

- Outdoor Pool
- Outdoor Toddler pool
- Grassed area
- Barbeque and shelter
- Car park

Additional

- Swim Club Room (room and kitchen facilities)
- Plant Rooms
- Store rooms

APPENDIX D: CENTRE OPERATING HOURS

Staffed Operating Hours – Indoor Facilities

Monday to Friday	5.30am – 9.30pm
Saturday	6.30am – 8.00pm
Sunday	8.00am – 6.00pm
Public Holidays (excl. Good Friday, Anzac Day and Christmas Day)	8.00am – 6.00pm
Anzac Day	1.00pm – 6.00pm
Good Friday and Christmas Day	Closed

Staffed Operating Hours – Outdoor Pools

Open from 1 December – 31 March

Monday to Friday	12.00pm – 7pm (as per note)
Saturday	11.00am – 8pm (as per note)
Sunday	11.00am – 6pm (as per note)
Public Holidays (excl. Good Friday and Christmas Day)	11.00am – 6pm (as per note)
Good Friday and Christmas Day	Closed

Note:

- If the forecast temperature by the Bureau of Meteorology at 4:00pm for the next day exceeds 28°C on the Subject Day, the Service Provider must open the pools.
- Community or Sporting groups can request special use of the pools outside these dedicated service levels during the nominated season but a fully accredited lifeguard must be on site at all times.
- Actual opening and closing dates and times will be communicated via the Centre Facebook page and other social media platforms. This enables flexibility to accommodate for the changing weather patterns.
- If the school holidays fall outside the season dates, the Service Provider may be required to open this area as per the hours listed in accordance with the Weather Policy.

Appendix E: Council Plans and Strategies

Plan, Strategy or Guideline	Link
Knox Council and Community Plan 2017 - 2021	http://www.knox.vic.gov.au/files/Plans/Knox_Community_and_Council_Plan_2017_2021_Final.pdf
Knox Leisure Plan 2014 – 2019	http://www.knox.vic.gov.au/Files/Plans/Vol_1_-_Knox_Leisure_Plan_final_.pdf
Good Neighbour Guidelines	https://www.knox.vic.gov.au/Files/Leisure/Good_Neighbour_Guidelines_2011.pdf
Access and Inclusion Plan for People with Disabilities 2016	http://www.knox.vic.gov.au/Files/Plans/Access_and_Inclusion_Plan_2016_PDF_copy.pdf
Knox Community Safety Plan 2013 – 2017	http://www.knox.vic.gov.au/Files/Plans/Knox_Community_Safety_Plan_Endorsed_2013.pdf
Knox City Council Key Life Stages Plan 2017 – 2021	http://www.knox.vic.gov.au/Files/Plans/Key_Life_Stages_Plan_2017-2021.pdf
Knox Community Access and Equity Implementation Plan (The Plan) 2017-2022	http://www.knox.vic.gov.au/files/Community/Knox_Community_Access_and_Equity_Implementation_Plan_2017-2022.pdf

APPENDIX F FEES AND CHARGES

Knox City Council

2018-19 Fees & Charges



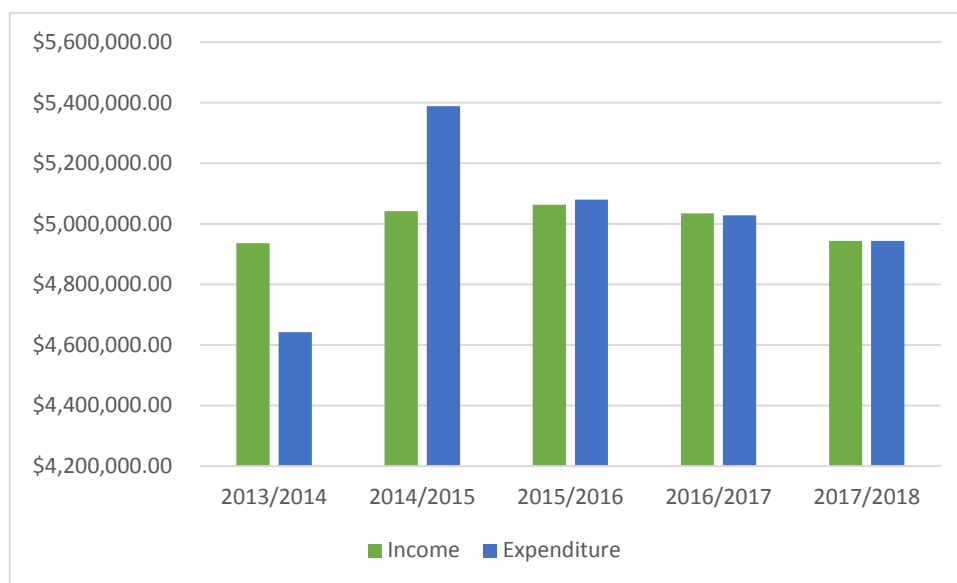
Type of Fees and Charges	UNIT CHARGE RATE	2018-19 Fee GST Incl. (where applicable)	2018-19 GST Applied 10% Y/N
Commercial & Community Committee Activities			
LEISUREWORKS			
Aquatic			
Adult	Per Entry	\$8.10	Y
Child	Per Entry	\$5.90	Y
Pensioner - eligible for aged pension	Per Entry	\$4.50	Y
Student/Older Adult-Senior Card Holder, Health Care Card Holder	Per Entry	\$6.30	Y
Swimming Lessons	Per Class	\$20.86	N/A
	F/Night Debit	\$38.40	N/A
Family Entry	Per Entry	\$21.50	Y
Water Slide - per slide	Per Slide	\$1.60	Y
Health Club			
Casual	Per Session	\$23.50	Y
Group Fitness			
Aqua and Land Aerobics	Per Session	\$16.00	Y
Concession/Over 50's	Per Session	\$13.00	Y
Memberships			
Aquatic	Per Membership Per Fortnight	\$27.90	Y
Platinum (Full Access)	Per Membership Per Fortnight	\$50.50	Y
Platinum - Concession	Per Membership Per Fortnight	\$45.30	Y
Platinum - Family	Per Membership Per Fortnight	\$42.80	Y
Gym and Fitness	Per Membership Per Fortnight	\$37.50	Y
Gym and Fitness - Concession	Per Membership Per Fortnight	\$33.75	Y
Joining Fee (Memberships)	Per Membership	\$95.00	Y
Active Adults Membership	Per Membership Per Fortnight	\$26.40	Y
Programs			
Birthday Party (Catered)	Per Session	\$32.80	Y
Birthday Party (Non Catered)	Per Session	\$18.90	Y
Schools Swimming Program (Per Student) 1:7 Ratio 45 Minutes Class	Per Session	\$9.75	NA
Creche - casual entry / non platinum members	Per 90 minute Session	\$9.50	Y
Creche - Platinum member. Included in membership	Per 90 minute Session	\$0.00	NA
Personal training - 30 minute session	Per Session	\$45.70	Y
Lane hire - 50 metre pool. Commercial	Per lane, per hour	\$63.35	Y
Lane hire - 50 metre pool. Community	Per lane, per hour	\$50.20	Y
Lane hire - warm water pool	Per 2 lanes, per hour	\$80.40	Y
Boronia Swim Club - casual entry	Per Entry	\$3.45	Y
Lane hire - Boronia Swim Club	Per lane, per hour	\$0.00	NA
Lane hire - Tri Club	Per lane, per hour	\$0.00	NA

Appendix G: Financial Trends

The table and graph below indicates the financial performance of Knox Leisureworks over the past five years, 2013/2014 to 2017/2018. The figures are exclusive of GST.

Year	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Income	\$ 4,936,003	\$ 5,041,703	\$ 5,062,922	\$ 5,034,835	\$ 4,943,513
Expenditure	\$ 4,642,013	\$ 5,388,717	\$ 5,079,946	\$ 5,027,809	\$ 4,943,495
Operating performance	\$ 293,990	-\$ 347,014	-\$ 17,024	\$ 7,026	\$ 18

Table 1 KLV Operating Performance 2013/2014 to 2017/2018



Graph 1 KLV Income and Expenditure 2013/2014 to 2017/2018

Table 2 below provides a further breakdown of the Expenditure outlined in table 1. Table 2 indicates the utility expenditure and maintenance expenditure as components of total expenditure outlined in table 1, for the Knox Leisureworks over the past five years. The figures are exclusive of GST.

Year	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Utilities Expenditure	511,150	432,267	449,510	479,801	504,022
Maintenance Expenditure	185,314	209,734	237,814	224,072	224,948

Table 2 KLV Utilities and maintenance expenditure 2013/2014 to 2017/2018

APPENDIX H: MEMBERSHIP CATEGORIES

Category	Benefits	Cost
Platinum	<ul style="list-style-type: none"> ▪ Unlimited gym access (including ongoing support from the Health Club team) ▪ Unlimited pool access ▪ Access to all group fitness classes (virtual, HIT and Adrenaline) and exclusive discount on Mindfulness programs ▪ Free childcare ▪ Free boot camp ▪ Access to FitDesk online system ▪ Platinum Member start up pack – everything you need to get started on your health & fitness journey ▪ Free locker usage ▪ Exclusive access to Platinum Member functions ▪ Annual birthday gift ▪ 20% discount on café merchandise ▪ 10% discount on birthday parties ▪ Discounted appointments at the Stay Tuned physiotherapy clinic (Allied health) ▪ Discounted waterslide access ▪ Start-up pack ▪ Duffle bag / bottle / towel 	<ul style="list-style-type: none"> ▪ \$50.50 per fortnight (Full Access) ▪ \$45.30 per fortnight (Concession) ▪ \$42.80 per fortnight (Family)
Gym and Fitness	<ul style="list-style-type: none"> ▪ Unlimited gym access (including ongoing support from the Health Club team) ▪ Access to all group fitness classes (virtual, HIT and Adrenaline) ▪ Access to FitDesk online system ▪ Free locker usage ▪ 10% discount on café and merchandise ▪ Discounted waterslide access ▪ ▪ Unlimited access to gym, group fitness classes, free Adrenaline HIIT classes ▪ Health planning session, tailored gym program, ongoing program updates ▪ Free lockers ▪ Start-up pack ▪ 10% discount on merchandise ▪ Discounted waterslide 	\$37.50 per fortnight
Aquatic	<ul style="list-style-type: none"> ▪ Unlimited pool access ▪ Unlimited access to aquatic group fitness classes ▪ Unlimited access to Aquatic facilities ▪ Access to FitDesk online system ▪ Access to Virtual Group fitness ▪ Free lockers ▪ 10% on merchandise and café purchased ▪ Discounted waterslide access ▪ Start-up pack 	\$27.90 per fortnight

Teen Trainer	<ul style="list-style-type: none"> ▪ Designed for ages 12 to 16 ▪ Unlimited pool access ▪ Gym access weekdays 4pm to 6.30pm ▪ Access to FitDesk online system ▪ Fully supervised by qualified health and fitness professional ▪ Support, guidance and monitoring ▪ Initial consultation with member and parent ▪ Individual gym program ▪ Free locker usage ▪ Ongoing program updates ▪ 10% access to merchandise and café purchases 	\$32 per fortnight
Active Adults	<ul style="list-style-type: none"> ▪ Unlimited pool access ▪ Access to age-specific land based group fitness ▪ Unlimited access to aquatic group fitness session ▪ Access to FitDesk online system ▪ Free locker access ▪ 10% discount on merchandise and cafe 	\$26.40 per fortnight

1. Membership Data (2017/2018)

Membership Type	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average
Platinum	668	677	698	718	685	655	658	661	656	648	626	623	664
Gym & Fitness	350	362	383	386	378	362	372	377	368	373	377	402	374
Aquatic	695	723	726	744	758	740	736	762	747	745	736	730	737
Active Adult	245	244	238	236	232	231	240	246	236	240	235	230	238
Teen Trainer	19	23	25	25	24	26	31	37	29	25	32	29	27
Knox City Council	99	100	104	103	103	101	102	101	102	109	105	107	103
Rehab	57	57	52	50	51	47	43	44	47	47	40	43	48
Open Doors	11	11	12	12	14	15	15	15	15	19	23	22	15
Other	12	8	11	20	44	59	82	86	91	83	91	91	57
Total Members	2,156	2,205	2,249	2,294	2,289	2,236	2,279	2,329	2,291	2,289	2,265	2,277	2,263

2. Learn to Swim Memberships (2017/2018)

2.1 Infants

Level / Type	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average
Starfish (6 - 12 months)	17	18	13	13	10	11	9	12	11	12	9	10	12
Periwinkle (1 - 2 years)	103	93	88	84	83	90	68	81	73	74	63	58	80
Minnow (2 - 3 years)	135	142	143	151	154	147	131	148	144	148	132	114	141
Total Infants	255	253	244	248	247	248	208	241	228	234	204	182	233

2.2 Pre-school

Level / Type	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average
Flying Fish (3 - 5 years)	34	37	48	47	42	30	12	6	8	8	10	11	24
Goldfish (3 - 5 years)	214	231	236	253	252	188	132	122	141	152	155	150	186
Tadpole (3 - 5 years)	335	314	292	297	329	317	278	326	338	340	329	319	318
Pre-schoolers	583	582	576	597	623	535	422	454	487	500	494	480	528

2.3 School Age

Level / Type	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average
Shark (5+ years)	124	121	112	111	111	109	97	99	98	95	96	90	105
Tuna (5+ years)	271	269	268	276	261	250	236	247	229	249	254	244	255
Salmon (5+ years)	297	285	278	292	264	270	245	269	274	263	267	249	271
Sardine (5+ years)	317	312	306	311	313	321	307	337	345	359	370	354	329
Dolphin (5+ years)	142	139	136	143	135	134	121	127	141	146	152	136	138
Octopus (5+ years)	221	196	172	186	191	262	264	333	353	324	278	249	252
School Age	1372	1322	1272	1319	1275	1346	1270	1412	1440	1436	1417	1322	1350

2.4 Access

Level / Type	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average
Access	9	12	12	12	14	14	8	9	13	12	13	13	12

2.5 Adult

Level / Type	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average
Teen Age	2	2	2	4	4	4	4	4	6	6	6	6	4
Adult Beginner	39	35	38	40	42	44	42	56	70	58	56	53	48
Adult Intermediate	12	14	11	10	8	6	6	7	9	8	7	5	9
Adult	53	51	51	54	54	54	52	67	85	72	69	64	61

2.6 Total Enrolments

Level / Type	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average
Total Enrolments	2272	2220	2155	2230	2213	2197	1960	2183	2253	2254	2197	2061	2183

3. Centre Attendances (2017/2018)

Program Area	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Swimming Lessons	6,210	6,928	5,467	6,657	7,339	4,982	4,370	7,541	6,723	6396	6,674	5,973	75,260
Schools	2,786	2,477	-	4,750	6,066	7,589	216	1,473	4,644	1136	3,753	682	35,572
Rec Swim	10,209	10,507	9,883	11,947	12,732	10,921	17,897	12,212	11,473	10053	9,864	9,166	136,864
Aqua Fitness	2,003	1,585	1,553	1,640	1,675	1,399	1,853	1,914	1,763	1867	1,769	1,566	20,587
Birthday Parties	61	67	164	202	238	311	100	220	403	115	187	91	2,159
Waterslide	2,620	1,287	1,916	1,731	2,744	2,716	8,829	2,563	3,030	2152	1,142	1,072	31,802
Health Club	7,472	8,167	7,727	8,385	7,740	7,008	7,946	7,816	7,660	7246	8,281	7,676	93,124
Group Fitness	2,360	2,436	2,496	2,436	2,348	2,131	2,578	2,585	2,445	2702	2,984	2,599	30,100
Active Adults	1,099	1,243	1,154	1,260	1,161	1,404	1,311	1,327	1,283	1319	1,246	1,212	15,019
Personal Training	117	155	180	129	118	145	88	121	129	115	126	120	1,543
Childcare	847	906	937	1,004	845	640	701	764	746	764	713	702	9,569
Total	35,784	35,758	31,477	40,141	43,006	39,246	45,889	38,536	40,299	33,865	36,739	30,859	451,599

4. Historical Attendances

Program Area	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Swim Entry	151,038	124,895	135,240	120,838	133,756	136,482
Swimming Lessons	73,803	68,569	72,958	78,146	79,048	75,320
Schools	42,907	33,937	41,727	39,093	35,328	35,572
Waterslide		13,932	28,380	35,174	33,839	31,808
Aqua Classes	14,872	15,849	18,149	18,793	20,023	20,587
Birthday parties	6,180	4,676	4,453	3,621	2,145	2,159
Health Club		99,532	96,126	93,528	92,538	93,124
Group Fitness	31,101	28,915	29,547	29,313	28,253	30,419
Active Adults/Pryme Movers		14,932	16,669	14,913	15,670	15,019
Childcare	5,530	4,565	4,665	3,862	7,912	9,569
Personal Training		2,520	2,342	2,491	1,796	1,543
Total	325,431	412,322	450,256	439,772	450,308	451,602

APPENDIX J: CURRENT PROGRAMS AND SERVICES

Program / Service	Premises / Comments	Approx. No. per week	Times	
			Weekdays	Weekends
Aquatic Fitness (Includes Swim Fit for 12+ and Aquanauts for 16+)	50m pool	5 classes	Monday 6am Monday 6pm Wednesday 6am Wednesday 6pm Friday 6am	
Swimming Lessons	50m pool Leisure Pool Program Pool Warm Water Pool	540 classes p/w	Monday 9.00am- 12.00pm Monday 4.00am- 7.00pm Tuesday 9.00am – 10.30am Tuesday 4.00am- 7.00pm Wednesday 9.00am – 12.00pm Wednesday 4.00am- 7.00pm Thursday 9.00am – 12.00pm Thursday 4.00am- 7.00pm Friday 9.00am – 12.00pm Friday 4.00am- 7.00pm	Saturday 8.30am- 12.00pm Sunday 9.00am- 12.00pm
Schools Swimming Program	50m pool Leisure Pool Program Pool	70 classes p/w	Monday – Friday, miscellaneous times	
Swimming Lessons Holiday Program	50m pool Leisure Pool	150 classes p/w (1 week program)	Monday – Friday 8.30am – 12.15pm	
Access swimming lessons	Warm water pool Leisure Pool	Between 15-20 classes p/w	Monday – Friday, miscellaneous times	Saturday – Sunday, miscellaneous times
Birthday Parties /	Birthday Party Rooms	3 parties	Flexible	

Aquatic Adventures	Waterslide 50m pool Leisure Pool Program Pool			
Waves Arthritis program	Warm Water Pool	2	Monday 11:00am – 11:45am min) & Friday 10:15am – 11:00am	
Personal Training	Health Club	30 sessions	Flexible	
Teen Trainer	Health Club	5 sessions	Monday 4.00pm- 6.30pm Tuesday 4.00pm- 6.30pm Wednesday 4.00pm- 6.30pm Thursday 4.00pm- 6.30pm Friday 4.00pm- 6.30pm	
Active Adults	Group Fitness – land Group Fitness – aquatic	17 classes	Monday – Friday, miscellaneous times	
Living Longer, Living Stronger	Health Club	4 sessions	Monday – Friday, miscellaneous times	
Group Fitness	Group Fitness – land Group Fitness – aquatic Group fitness - virtual	Land – 40 p/w Aquatic – 16 p/w Virtual – 89 p/w	Monday – Friday, 5:30am – 9:30pm	Saturday 6.00am- 8.00pm Sunday 8.00am- 6.00pm
Boot Camp	Various locations – indoor and outdoor	1 p/w (weekly) 3 p/w (spring/ summer)	Weekly - Wednesday 6am Spring/ summer - Monday, Wednesday, Friday 6am	
Adrenaline High Intensity Training	Health Club	6 classes p/w	Monday – Friday, miscellaneous times	Saturday 9am
Mindfulness	Group Fitness	2 classes p/w 1 class per month (Full Moon)	Wednesday 11:20am Thursday 11:20am Friday 6:30pm (monthly, full moon)	

		Urban Retreat and Workshops every 3 months		
Next Step	Health Club	1	Friday 11:30am – 12:30pm	
Vietnam Veterans	Health Club	2	Wednesday & Friday 1:00pm – 2:00pm	
Chair Based Exercise	Group Fitness	1 class p/w	Wednesday 12:45pm – 1:30pm (45min)	
Carers program	Group Fitness	1 class p/w	Wednesday 1:30pm	
Exercise Physiology	Health Club	19 appointments p/w	Monday – Friday, miscellaneous times	
Child Care	Child care room	9 sessions per week	Monday 9.00am- 12.00pm Tuesday 9.00am – 10.30am Wednesday 9.00am – 12.00pm Thursday 9.00am – 12.00pm Friday 9.00am – 12.00pm	
Westfield Knox Walking Group	Westfield Knox	2 sessions p/w	Tuesday 7:30am Thursday 7:30am	

APPENDIX K: CURRENT SERVICE / USER AGREEMENTS

Sub-Service Agreements

Contractor / Consultant	Agreement Type	Area / Space	Expiry	Fee	Service
Westfield Knox (Centre Management Ltd)	Licence	<ul style="list-style-type: none"> • Knox City Shopping Centre 	Annual agreement 1 January 2018 (this is the commencement date, expiry date is 31 December 2018)	\$46.41 ex GST per Staff Member for 1.5hr session per staff member	Walking Program
Stay Tuned Sports Medicine Pty Ltd	Licence	<ul style="list-style-type: none"> • Health Suites and Reception (six rooms) • Reception area 	28 February 2019	\$3,607.78 per month (Consultation and Office Space) + \$235 per month (10 Full Access memberships) Total = \$3,842.78 (ex GST) - 2017/2018	Sports Physiotherapy
Chris Andronicou	Rental agreement (Health Club Office)	<ul style="list-style-type: none"> • Exercise physiology office (20hrs per week) • Use of Health Club • Use of Aquatic / Pool (pending availability) 	30 June 2018	\$520 per month ex GST	Exercise Physiology Program
Boronia Swimming Club	MOU	<ul style="list-style-type: none"> • Swimming Club Rooms • 50m pool access 	30 June 2018	Aggregate pool hire - \$245.45 Club Championship pool hire - \$468.00 Entry fee per person for events as above - \$3.05	Swim Club 46.75 lane hours per week, 50m pool, at 0.00 lane hire fee

Current Service Commitments

Company	Area	Description	Fee/Repayments
Konica Minolta	Administration	Photocopier	\$293 monthly
Les Mills	Group Fitness	GF Licence	
Les Mills – Virtual	Virtual Group Fitness	Virtual GF Licence	
YMCA Victoria	Group Fitness - HIT	Adrenaline HIT Licence	Inc within management fee
YMCA Victoria	Group Fitness - Mindfulness	MYND Wellness License	Inc within management fee
Mood Media	Administration	Messages on Hold	
Links Modular Solutions	Administration	POS Software	
Origin Energy	Operations	Gas and Electricity Supply	Avg. \$26,400 monthly
Greene Desk	Gym and Swim School	Member Software	
Greene Desk	Membership Sales	Membership Sales Software	
Interloc	Operations	Lockers	
Statcom Systems	Operations	ESM Management	\$264 quarterly
KTR Security	Operations	Security Maintenance and monitoring	\$170 quarterly (will increase with transition to 24/7)
South East Water	Operations	Water	Avg. \$13,600 monthly in usage
Telstra	Administration	Telephone Carrier	
Spirit Telecom	Administration	Internet Carrier	
YMCA Victoria	I.T.	IT Maintenance	Inc within management fee
Northern Pest Control	Operations	Quarterly Pest Control	\$429 quarterly
Roejen Services	Operations	Pool Plant Maintenance	\$650 monthly
Carrier	Operations	Air Handling	\$1,150 quarterly
Foxtel	Health Club	Cable TV Subscription and music license	\$150 monthly
Australian Wide Security	Operations	Cash Handling	\$330 monthly
Aquatic Cleaning Solutions	Operations	Contract Cleaner	\$10,431 monthly
Life Fitness	Health Club	Service to equipment	Included with equipment
Flick Anticimex	Operations	Sanitation Services	
Remondis	Operations	Waste Removal	
United Waste Management	Operations	Grease Trap waste removal	\$506 twice-annually

Current User Groups

User Group	Area Used	Agreement / Time of use	Approx. User Numbers
Boronia Swimming Club	50m pool and Studio Y	Weekly Lane Hire and Monthly aggregates (daily morning and evening bookings)	100
Knox Tri Club	50m pool	Weekly Lane Hire (Tuesday and Thursday mornings)	40
Stay Tuned	Warm Water Pool	Weekly Lane Hire (Monday and Thursday)	1-3 per session
Stay Tuned	Creche	Reformer Pilates Classes	1-3 per session
Angliss Hospital	Warm Water Pool	Weekly Lane Hire (Friday)	5-10 per session
EACH - Knox Community Health	Warm Water Pool	Weekly Lane Hire (Thursday)	5-10 per session
Physio Spot	Warm Water Pool	Weekly Lane Hire (Wednesday)	5-10 per session
Integrated Health	Warm Water Pool	Weekly Lane Hire (Monday)	5-10 per session
Rise Health	Warm Water Pool	Weekly Lane Hire (Tuesday)	5-10 per session
Scope	Warm Water Pool		5-10 per session
Villa Maria	Warm Water Pool	Weekly Lane Hire (Thursday)	5-10 per session
Special Olympics	50m Pool	Weekly Lane Hire (Tuesday and Saturday)	4-7 per session
EACH	Health Club	2 sessions a week (Casual gym program)	5-10 per session
Next Step – Angliss Hospital	Health Club	1 x supervised session per week (feeder into LLLS)	5-10 per session
Deakin University Research Group	Health Club	2 x session per week for a 16-week period	8-12 per session
Uniting Care Assist	Group Fitness Room	1 x group fitness class per week (respite program for carers)	5-10 per session
Bayswater Secondary College	Group Fitness Room and Health Club	1 session per week during school terms	10-15 per session
VETS Group	Group Fitness Room/Health Club	2 x 1 hour supervised exercise sessions per week	5-10 per session

School Groups (2017 – 2018)

School Name	Term	Use	School Name	Term	Use
Bayswater South PS	Term 3	School Swimming Lessons	The Basin PS	Term 4	School Swimming Lessons
The Basin PS	Term 3	School Swimming Lessons	Billanook PS	Term 4	School Swimming Lessons
Yarra Ranges SDS	Term 3	School Swimming Lessons	Highvale SC	Term 4	School Recreation Program
Upper FTG PS	Term 3	School Swimming Lessons	The Patch PS	Term 4	School Recreation Program
Knox Park PS	Term 3	School Swimming Lessons	Boronia Heights PS	Term 4	School Recreation Program
Wattleview PS	Term 3	School Swimming Lessons	Fairhills PS	Term 4	School Recreation Program
Billanook PS	Term 3	School Swimming Lessons	Lilydale West PS	Term 4	School Recreation Program
Knox Park PS	Term 3	School Swimming Lessons	Wattleview PS	Term 1	School Swimming Lessons
Mooroolbark East PS	Term 3	School Swimming Lessons	Regency Park PS	Term 1	School Swimming Lessons
Regency Park PS	Term 4	School Swimming Lessons	Yarra Ranges SDS	Term 1	School Swimming Lessons
St Joseph's PS	Term 4	School Swimming Lessons	Ghilgai School	Term 1	School Swimming Lessons
Yarra Ranges SDS	Term 4	School Swimming Lessons	Saint Andrews CC	Term 1	School Swimming Lessons
Boronia K - 12	Term 4	School Swimming Lessons	Upper FTG Ps	Term 2	School Swimming Lessons
Ghilgai School	Term 4	School Swimming Lessons	St John the Baptist PS	Term 2	School Swimming Lessons
Holy Trinity PS	Term 4	School Swimming Lessons	Kent Park PS	Term 2	School Swimming Lessons
Ferny Creek PS	Term 4	School Swimming Lessons	Bayswater South PS	Term 2	School Swimming Lessons
St James PS	Term 4	School Swimming Lessons	Yarra Ranges SDS	Term 2	School Swimming Lessons
Boronia West PS	Term 4	School Swimming Lessons	Mooroolbark East PS	Term 2	School Swimming Lessons
Bayswater West PS	Term 4	School Swimming Lessons			

APPENDIX L: ASSET INVENTORY – FURNITURE, FITTINGS AND EQUIPMENT

Location	Asset Description	Date Acquired	Purchased Price	Quantity	Council Asset
Reception	Computer Hard Drive (BACKUP TAPES)	1/03/2003	\$ 4,500.00	3	Yes
Reception	Till Cash Draw	1/03/2003		3	Yes
Reception	Receipt Printer	NA		3	Yes
Reception	Hand Barcode scanner	NA		3	Yes
Reception	Laminator	NA		1	Yes
Reception	PA System	NA		1	Yes
Reception	Security System	NA		1	Yes
Reception	Duress Alarm	NA	\$ 600.00	2	Yes
Reception	Amplifier	NA		1	Yes
Foyer	Battery Powered Wheelchair	1/03/2018	\$ 2,500.00	1	Yes
Foyer	Wheel Chair	1/01/2014	\$ 195.00	1	Yes
Foyer	Foyer couch	2015		2	Yes
Foyer	Pryme movers couch	2012		3	Yes
Foyer	Plastic chairs	NA		72	Yes
Foyer	Fabric chairs	N/A		3	Yes
Foyer	Tables	1/03/2003		23	Yes
Foyer	Artificial plants	NA		4	Yes
Staff Room	Microwave	1/06/2017	\$ 150.00	1	Yes
Staff Room	Chairs	NA		7	Yes
Staff Room	Table	NA		1	Yes
Staff Room	Noticeboards	NA		3	Yes
Staff Room	Shelves	NA		2	Yes
Staff Room	Refrigerator	NA		1	Yes
Staff Room	Water Cooler	NA		1	Yes
Staff Room	Air Conditioner	NA		1	Yes
Staff Room	Kettle	NA		1	Yes
Staff Room	Toaster	NA		1	Yes
Staff Offices	Office Telephone	NA		7	Yes
Staff Offices	Administration Computer	1/07/2014		10	Yes
Staff Offices	Office Work desk	NA		11	Yes
Staff Offices	Cupboards	NA		3	Yes

Staff Offices	Shelves	NA		3	Yes
Staff Offices	Whiteboards	NA		7	Yes
Staff Offices	Fabric Chairs	NA		3	Yes
Staff Offices	Office Swivel chair	1/11/2014		16	Yes
Staff Offices	Staff files filing cabinet	NA		7	Yes
Staff Offices	Office printer/ fax	NA		1	Yes
Staff Offices	Safe	NA		3	Yes
Staff Offices	Paper shredder	NA		1	Yes
Staff Offices	LCD Television	9/06/2007	\$ 3,999.00	0	Yes
Staff Offices	Server	1/03/2003	\$ 390.00	1	Yes
Staff Offices	Coin Counter	18/11/2014	\$ 147.00	1	Yes
Staff Offices	Defibrillator	1/12/2017	\$ 2,200.00	1	Yes
Aquatic Education	Office swivel chairs	1/03/2003		4	Yes
Aquatic Education	Aquatic staff room Refrigerator	1/03/2003	\$ 618.00	1	Yes
Aquatic Education	Aquatic staff room Air Conditioner	NA		1	Yes
Aquatic Education	Wall mounted noticeboard	N/A		1	Yes
Aquatic Education	Aquatic education office Work desk	NA		4	Yes
Aquatic Education	Aquatic education office Telephone	NA		3	Yes
Aquatic Education	Aquatic education office Computer	NA		4	Yes
Aquatic Education	Swim Lessons Customer Service Desk	1/10/2017	\$ 600.00	1	Yes
First Aid Room	Defibrillator	24/06/2007	\$ 2,197.00	1	Yes
First Aid Room	First Aid bed	1/03/2003	\$ 84.00	1	Yes
MLAK Change Room	Adjustable First Aid bed	1/03/2003	\$ 468.00	1	Yes
First Aid Room	Air conditioner	NA		1	Yes
Aquatics	Aqua stereo, head mic & trolley	1/03/2003	\$ 3,560.00	1	Yes
Birthday Party Room	Trestle table	N/A		4	Yes
Birthday Party Room	Square tables	N/A		4	Yes
Birthday Party Room	Air Conditioner	NA		2	Yes
Aquatics	Manual Pool Vacuum	2010	\$ 4,500.00	1	Yes
Aquatics	Automatic Pool Vacuum	20/10/2013	\$ 12,644.50	1	Yes
Aquatics	Automatic Pool Vacuum trolley/ hoist	1/03/2003	\$ 2,440.00	1	Yes
Aquatics	Pool inflatable	1/05/2017	\$ 1,500.00	1	Yes
Aquatics	Pool inflatable reel	5/10/2010	\$ 1,500.00	1	Yes
Aquatics	Air Blower for Inflatable	5/10/2010	\$ 550.00	1	Yes

Aquatics	Air Blower for Inflatable	24/01/2012	\$ 933.03	1	Yes
Aquatics	Diving Blocks	1/03/2003	\$ -	8	Yes
Aquatics	Whiteboard on wheels	22/08/2002	\$ 186.77	1	Yes
Aquatics	50m lane ropes	18/11/2010		8	Yes
Aquatics	Pro- ratchet for lane ropes	18/11/2010		3	Yes
Aquatics	Warm water pool lane ropes	NA	\$ 400.00	2	Yes
Aquatics	Aquatic programs lane rope	NA	\$ 50.00	15	Yes
Aquatics	Lane Ropes reels	1/03/2003		4	Yes
Aquatics	Water Wheel Chair	1/03/2003	\$ 300.00	4	Yes
Aquatics	Hoist Sling Extra Large	1/11/2017	\$ 500.00	1	Yes
Aquatics	Access Room (MLAK) Hoist Sling Small	5/06/2014	\$ 406.80	1	Yes
Aquatics	Access Room (MLAK) Hoist Sling Medium	5/06/2014	\$ 418.50	1	Yes
Aquatics	Access Room (MLAK) Hoist Sling Extra Large	5/06/2014	\$ 418.50	1	Yes
Aquatics	Leisure Pool Depth Signs	1/05/2017	\$ 750.00	3	Yes
Aquatics	Pool Depth Signs	1/02/2018	\$ 1,925.00	14	Yes
Aquatics	Trolley	N/A		1	Yes
Aquatics	Large blue boards	N/A	\$ 8.00	6	Yes
Aquatics	Kick boards	N/A	\$ 5.00	14	Yes
Aquatics	Aqua noodles	N/A	\$ 5.00	30	Yes
Aquatics	Aqua deep water running belts	N/A		26	Yes
Aquatics	240lt Storage bins	N/A	\$ 20.00	12	Yes
Aquatics	Sump pump	28/02/2013	\$ 1,500.00	2	Yes
Aquatics	Aquatic education float belts	N/A		20	Yes
Aquatics	Child back floaty belts	N/A		10	Yes
Aquatics	Aqua dumbbells	14/07/2011		85	Yes
Aquatics	Life jackets	N/A		40	Yes
Aquatics	flippers	N/A		45	Yes
Aquatics	Rescue Poles	N/A	\$ 45.00	5	Yes
Aquatics	Lifesaving throw bags	N/A	\$ 58.00	6	Yes
Aquatics	Assorted round Aqua weights	N/A		80	Yes
Aquatics	Round garbage bins	1/05/2003	\$ 200.00	4	Yes
Aquatics	WETS S/S Aqua Frame	28/02/2003	\$ 327.27	1	Yes
Aquatics	Spinal board	1/03/2003	\$ 935.20	2	Yes
Aquatics	Pool test Photometer	1/04/2010	\$ 2,500.00	2	Yes

Aquatics	Salt tester	1/10/2013	\$ 250.00	1	Yes
Aquatics	Ratchets for Lane Ropes	31/01/2003		4	Yes
Aquatics	Mats for Disable Change rooms	6/06/2012	\$ 950.00	3	Yes
Aquatics	Trestle Tables			4	Yes
Aquatics	Gerni Pressure Cleaner	1/03/2003	\$ 500.00	1	Yes
Aquatics	Floats & Hooks for Lane Ropes	N/A		1	Yes
Aquatics	Oxygen Equipment portable	1/03/2003	\$ 500.00	5	Yes
Aquatics	Storage tub on wheels	N/A		8	Yes
Aquatics	Token lockers	1/03/2003	\$ 20,054.55	1	Yes
Aquatics	Portable Pool Deck Industrial Fan	1/02/2017	\$ 1,800.00	1	Yes
Aquatics	RFID Lockers	1/02/2018	\$ 8,300.00	1	Yes
Aquatics	Plastic Chairs	1/03/2013		115	Yes
Aquatics	Round table	N/A		2	Yes
Aquatics	Square Table	N/A		5	Yes
Aquatics	Baby Change Table	19/11/2014	\$ 574.00	2	Yes
Aquatics	Outdoor Toddler Pool Shade Cloth	5/03/2013	\$ 6,000.00	1	Yes
Studio Y	Trestle Tables	N/A		4	Yes
Studio Y	Fabric Chairs	N/A		30	Yes
Studio Y	Plastic Chairs	N/A		18	Yes
Studio Y	Black Metal Chairs	N/A		18	Yes
Studio Y	Printer	N/A		1	Yes
Studio Y	Air Conditioner	N/A		1	Yes
Studio Y	Refrigerator	N/A		1	Yes
Studio Y	Movable Whiteboard	22/08/2002	\$ 399.00	1	Yes
Studio Y	Microwave	N/A		1	Yes
Studio Y	Oven	N/A		1	Yes
Studio Y	Hot water urn	N/A		1	Yes
Café	Bench Freezer 2 door (1360mm)	1/08/2013	\$ 3,901	1	Yes
Café	Storage Freezer (upright, 2 doors)	1/08/2013	\$ 5,348	1	Yes
Café	Stick Vacuum	NA		1	Yes
Café	Toaster Oven	NA		1	Yes
Café	Microwave	NA		1	Yes
Café	POS Computer	NA		1	Yes
Café	Heavy Duty Dishwasher	1/08/2013	\$ 4,260	1	Yes

Café	Long bench fridge 2 Doors (1360mm) stainless steel	1/08/2013	\$ 3,435	1	Yes
Café	Café Royal Refrigerated Display	1/08/2013	\$ 8,133	1	Yes
Café	Multi Hot Food Display Unit (Bain mare)	1/08/2013	\$ 2,640	1	Yes
Café	2 door sandwich prep counter		\$ 4,000.00	1	Yes
Café	Fans	16/12/2011	\$ 300.00	2	Yes
Child Care	Assorted Items	1/03/2003	\$ 700.00	1	Yes
Child Care	Cubby House	18/07/2002	\$ 1,110.00	1	Yes
Child Care	Child Care equipment (toys)	12/07/2002	\$ 5,602.00	1	Yes
Child Care	Jodie cot and spring mattress	11/07/2002	\$ 262.63	1	Yes
Child Care	Sail Posts	14/10/2002	\$ 340.90	3	Yes
Child Care	Baby change table	4/11/2011	\$ 242.00	1	Yes
Child Care	High Chairs	11/07/2002		3	Yes
Child Care	Evacuation cot	4/07/2013		1	Yes
Child Care	Microwave	NA		1	Yes
Child Care	Feeding Chair	NA		1	Yes
Child Care	File Cabinet	NA		1	Yes
Child Care	Computer	NA		1	Yes
Child Care	Step Ladder	NA		1	Yes
Child Care	Fridge	NA		1	Yes
Child Care	Tables	NA		4	Yes
Child Care	Shelves	NA		1	Yes

APPENDIX M ASSET INVENTORY – HEALTH CLUB

Asset	Location	Date Acquired	Purchased Price	Quantity	Council Asset
Virtual Group Fitness Screen	Group Fitness Hall	1/08/2017	\$19,000.00	1	N
Group Fitness Audio System	Group Fitness Hall	14/09/2017	\$3,000.00	1	N
Matrix	Health Club	1/03/2018	\$3,000.00	1	N
Health Club Computer	Health Club	1/03/2003	\$1,197.00	1	Y
Health Club Workbench	Health Club	1/03/2003	\$280.00	1	Y
Sound speakers	Health Club	1/03/2003	\$1,000.00	2	Y
Weight Scales	Health Club	1/03/2003	\$300.00	2	Y
Television	Health Club	1/04/2011	\$5,500.00	4	Y
MobileFit Kiosk	Health Club	10/09/2012	\$3,600.00	2	Y
Seated calf raise	Health Club	9/07/2006	\$1,435.00	1	Y
Compound Row	Health Club	9/07/2006	\$4,531.00	1	Y
45 degree leg press	Health Club	9/07/2006	\$3,845.00	1	Y
Bench press	Health Club	9/07/2006	\$1,839.00	1	Y
Hanging knee chin up/ dips	Health Club	9/07/2006	\$1,974.00	1	Y
Peck deck/fly	Health Club	9/07/2006	\$4,531.00	1	Y
Free motion cable crossover	Health Club	9/07/2006	\$4,666.00	1	Y
Seated leg curl	Health Club	9/07/2006	\$4,397.00	1	Y
Vertical chest	Health Club	9/07/2006	\$4,397.00	1	Y
Leg extension	Health Club	9/07/2006	\$4,127.00	1	Y
Shoulder press machine	Health Club	9/07/2006	\$4,397.00	1	Y
Assisted dip/ chin	Health Club	9/07/2006	\$3,993.00	1	Y
Lat Pulldown	Health Club	9/07/2006	\$4,531.00	1	Y
Arm curl PREACHER	Health Club	9/07/2006	\$4,128.00	1	Y
LifeFitness seated chest press	Health Club	1/12/2005	\$5,900.00	1	Y
LifeFitness lat pulldown	Health Club	1/12/2005	\$5,575.00	1	Y
LifeFitness Shoulder Press	Health Club	1/12/2005	\$5,450.00	1	Y
LifeFitness Leg Press	Health Club	1/12/2005	\$8,750.00	1	Y
LifeFitness Duel Adjustable	Health Club	1/12/2005	\$5,930.00	2	Y
Boxing Bag & Stand	Health Club	1/03/2003	\$500.00	1	Y
Fitballs	Health Club	20/07/2007		6	Y
Olympic Bars	Health Club	1/09/2012	\$600.00	2	Y
Keiser Spin Bike	Health Club	1/12/2005	\$5,000.00	2	Y
Steps	Health Club	1/03/2003	\$400.00	4	Y
Dumbbells 2.5kg-50kg (sets)	Health Club	1/07/2002		2 each	
Barbells 10kg-40kg	Health Club	1/07/2002	\$1,500.00	8	Y
Dumbbells (2kg-10kg)	Health Club	1/07/2002	\$2,600.00	2 x Each Weight	Y
Dumbbell Rack	Health Club	1/07/2002	\$500.00	2	Y
Dumbbell Rack	Health Club	1/09/2012	\$500.00	2	N

Barbell Rack	Health Club	1/07/2002	\$318.50	1	Y
Barbell Rack	Health Club	1/07/2002	\$318.50	1	N
4 tier weight racks	Health Club	1/03/2003		2	Y
Stretch matting area	Health Club	1/06/2009	\$500.00	1	Y
Flat bench	Health Club	1/03/2003	\$100.00	2	Y
Adjustable bench	Health Club	1/03/2003	\$1,500.00	4	
Engage Treadmills L/F	Health Club	Aug-13	\$85,400	9	Y
Discover Cross Trainer L/F	Health Club	Aug-13	\$54,000	6	Y
Discover Upright Bikes L/F	Health Club	Aug-13	\$49,091	7	Y
Discover Recumbent L/F	Health Club	Aug-13	\$14,188	2	Y
Integrity Stair climber L/F	Health Club	Aug-13	\$11,814	3	Y
Integrity Summit Trainer L/F	Health Club	Aug-13	\$12,834	2	Y
Concept 2 Rowers	Health Club	Aug-13	\$3,600	4	Y
Fluid Upright Ergo L/F	Health Club	Aug-13	\$2,600	1	Y
Power Rack	Health Club	Aug-13	\$3,199	1	Y
Rubber Flooring 54 at 1m x 1m	Health Club	Aug-15	\$1,250	125	Y

ASSET INVENTORY – GROUP FITNESS

Asset	Location	Date Acquired	Purchased Price	Quantity	Council Asset
Keiser spin bike	Cycle Studio			15	Yes
Industrial wall mounted fan	Cycle Studio			2	
Amplifier / speaker	Cycle Studio	2/5/2012	\$2600	1	
Digital microphone	Cycle Studio	15/9/2012	\$2300	3	
Air conditioner	Cycle Studio			1	
Keiser spin bike	Group Fitness Hall			7	
Steps	Group Fitness Hall	1/3/2003		22	
Reebok steps	Group Fitness Hall	1/3/2003		8	
Fitballs	Group Fitness Hall	1/4/2007	\$700	20	
Agility ladder	Group Fitness Hall	1/3/2003	\$100	1	
Sit and reach test	Group Fitness Hall	1/3/2003	\$200	1	
Boxing pad sets	Group Fitness Hall	1/3/2003	\$600	20	
Boxing glove sets	Group Fitness Hall	1/3/2003	1080	20	
Floor exercise mats	Group Fitness Hall	1/3/2003	300	35	
Pump barbells	Group Fitness Hall	1/3/2003	3000	32	
Barbell rack	Group Fitness Hall	1/3/2003	400	2	
Weight rack	Group Fitness Hall	1/3/2003	750	5	
Dumbbell rack	Group Fitness Hall	1/3/2003	200	1	
6kg dumbbell	Group Fitness Hall	28/2/2003		10	
5kg dumbbell	Group Fitness Hall	1/3/2003	200	12	
4kg dumbbell	Group Fitness Hall	1/3/2003	180	20	
3kg dumbbell	Group Fitness Hall	1/3/2003	160	20	
2kg dumbbell	Group Fitness Hall	1/3/2003	200	20	
1kg dumbbell	Group Fitness Hall	1/3/2003	120	18	
.5kg dumbbell	Group Fitness Hall	1/3/2003	80	20	
CX works resistance bands	Group Fitness Hall	1/8/2012		24	
Skipping rope	Group Fitness Hall	NA		30	
Amplifier		9	900	1	
Wall mounted speaker	Group Fitness Hall	1/3/2003		2	
Small hurdles	Group Fitness Hall	1/3/2003	70	5	

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
BUILDING				
BM1	Accessible change hoists, change beds, baby change facilities.	<ul style="list-style-type: none"> Repair and maintenance. Cleaning as required in accordance with cleaning specification. 	<ul style="list-style-type: none"> Supply and upgrade 	In accordance with Health Regulations. As required by the supervisor.
BM2	Pool Heating systems, Pool filtration Air-conditioning systems, Air Cooling and heating, Mechanical Air Handling, Split systems, Exhaust fans, Ventilation systems	<ul style="list-style-type: none"> Monitor the day-to-day performance and make all reasonable efforts to operate equipment in an energy efficient manner. General maintenance e.g. cleaning vents Cost of repairs or replacement due to Contractor negligence to carry out ongoing maintenance Call out costs due to Contractor Negligence General maintenance i.e. cleaning vents. Report any issues or potential problems to Council. 	<ul style="list-style-type: none"> Service, repair and replacement as required Repair and replacement due to Contractor negligence to carry out ongoing maintenance Appropriate water treatment to be carried out in accordance to AS by an approved Company specialising in water treatment Set up and maintain log books Receive and check all mechanical maintenance log report sheets. Receive and check all water treatment reports Review maintenance log book(s) 	Monthly / quarterly / annually Standard temperature range: 2°C above or below set point.
BM3	Annual Condition Audit	<ul style="list-style-type: none"> Participate. 	<ul style="list-style-type: none"> Lead process. 	Anniversary of Contract Commencement
BM4	Appliances and power accessories	<ul style="list-style-type: none"> Electrical Safety Testing (EST) of all portable appliances as required by Australian Standards. This must be reported to Council at monthly meeting. All new appliances purchased must be of an appropriate size for their intended use, and be within the top 20% of energy and water efficiency within their product range. Ensure that operation supports energy reduction (eg switching off appliances after hours or when otherwise not in use, installing timers, etc.). Maintenance, repair, Electrical Safety Testing and replacement of all appliances, power accessories 	<ul style="list-style-type: none"> Maintenance, repair and Replacement of fixed/built-in appliances such as oven/stove, cool rooms and heaters owned by Council due to age or defect. All new appliances purchased must be of an appropriate size for their intended use, and be within the top 20% of energy and water efficiency within their product range. 	As per Australian standards As per energy ratings

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
		and white goods including cooking and refrigeration equipment (portable), heaters (portable), dishwashers, washing machines, clothes dryers, food processors, etc.		
BM5	Building Alterations	<ul style="list-style-type: none"> Determine and document the specific need of the building relating to submission of requests for Council consideration Complete capital or priority works application forms and preparation of business cases to support works applications. 	<ul style="list-style-type: none"> Assessing all requests submitted Undertake annual inspection of access points (including all anchor points and ladders) Approval for any works 	
BM6	Building damage due to Criminal Act or Major Storm Event i.e. flood, wind	<ul style="list-style-type: none"> Any damage caused by misuse or negligence i.e. broken windows, damage to walls, water damage due to negligence. 	<ul style="list-style-type: none"> Any damage to the building including permanent fixtures and fittings, where Council Insurance Cover is involved. 	
BM7	Building External	<ul style="list-style-type: none"> No Responsibility 	<ul style="list-style-type: none"> All maintenance. 	
BM8	Building Structure including sky bridge, foundations, walls and pavements.	<ul style="list-style-type: none"> No responsibility 	<ul style="list-style-type: none"> All structural integrity of the Centre 	
BM9	Ceilings, walls and skylights (internal)	<ul style="list-style-type: none"> Cost of repairs due to major or continual misuse Cost of repairs or replacement due to Contractor negligence and carry out ongoing maintenance Clean suspended ceiling tiles, plasterboard ceiling and diffusers 	<ul style="list-style-type: none"> Repair and replacement due to structural defect e.g. Ceiling collapse due to beams, ceiling joists & stud wall failure. Maintain, Repair and replace plasterboard ceiling when they have reached end of life. Maintain, Repair, Replace suspended ceiling tiles, diffusers when they have reached end of life. Repair or replace due to misuse or negligence by Contractor, however the cost of repairs will be at the Contractor's expense. 	
BM10	Cleaning including purchasing of cleaning materials	<ul style="list-style-type: none"> To keep all areas clean and hygienic as per Contract Specification requirements. Purchase of all cleaning materials. 	<ul style="list-style-type: none"> No responsibility 	As per cleaning specifications or at the direction of the Supervisor.

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
BM11	Curtains / Drapes / Blinds	<ul style="list-style-type: none"> • Maintenance and repair of ALL items. • Regular cleaning. • Replacement due to age. • Supply fire indices of all replacement items 	<ul style="list-style-type: none"> • No Responsibility 	
BM12	Doors & Frames (including: automatic, folding, cupboard, turnstiles, gates and all door fittings)	<ul style="list-style-type: none"> • Cost of all keys and padlocks as required (including replacing of lost keys, etc.). These can only be ordered and approved by the Supervisor. • Cost of repair and replacement due to Contractor negligence. • Repair and replacement due to water damage caused by cleaning duties. • Report to Council any problems or potential impediments to efficient operation. 	<ul style="list-style-type: none"> • Repair and replacement due to structural defect. • Full maintenance of door locks, on Council lock system. • Master locking system. • Repair, replacement and ongoing maintenance/servicing of all doors (including automatic doors). • Repair and replacement due to age. • Ease and adjust doors. • Replace putties/beads/clips. • Replace hardware, draught stripping. • Lock repairs. • Cost of repairs (except those due to Contractor negligence) 	To Australian standards and legislative requirements
BM13	Electrical (including switchboard, power points, switches, light fittings, fans, and PA system)	<ul style="list-style-type: none"> • Cost of repair and replacement of external wiring if damage is due to misuse. • Test and tagging of all plug in equipment. • Replacement of light globes / tubes. 	<ul style="list-style-type: none"> • Installation and maintenance of Earth Leakage Circuit breaker and switchboard. • Repair, replacement and maintenance of all fixtures and fittings including ceiling and exhaust fans. • Repair and replacement of all building wiring due to age from main supply to an including switchboard, power points and light switches. • Repair and replacement of all light fittings. • Repair, replace and maintain surface electrical fittings such as electrical points, diffusers as well as 	To Australian Standards and legislative requirements

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
			<p>other exposed elements on the electrical circuit.</p> <ul style="list-style-type: none"> Maintenance of sensors. Subject to assessment, provision of additional external or security lighting Replacement of light globes/tubes to exit/emergency lighting 	
BM14	Essential Safety Measures (ESM) – All items that fall under ESM, as per Certificate of Occupancy (or like document i.e. ESM Audit, Certificate of Final Inspection)	<ul style="list-style-type: none"> Ensure that all nominated emergency paths of travel (including exit doors) remain clear of obstruction and that all minimum requirements of evacuation signage are adhered to at all times. Pay for refilling or replacement of extinguishers when discharged or stolen or misuse. Works will be arranged by Council and costs recovered. Report any issues to Council. 	<ul style="list-style-type: none"> Cyclical servicing and inspections of all ESM requirements as per Building Code of Australia/Certificate of Occupancy, including paths of travel. Repair or replace all ESM elements as required. Provision of Annual Essential Safety Measures Report (AESMR) 	To meet all Australian standards and legislative requirements.
BM15	Exit and Emergency lighting	<ul style="list-style-type: none"> Keep clean Report any malfunction to Council. Keep paths of travel (exit and entry) clear and check door function. Repair and replace due to Contractor negligence. 	<ul style="list-style-type: none"> Repair, maintain, replace, service and inspect in accordance to the essential services maintenance schedule Repair and replace due to Contractor negligence to carry out ongoing maintenance Set up a maintenance log book Review maintenance log books 	
BM16	Fire Alarm and Sprinkler Systems	<ul style="list-style-type: none"> Report any problems to Council. Cost of repairs and replacements due to negligence or misuse. 	<ul style="list-style-type: none"> Council has a service agreement for the provision of fire services with an external contractor and will provide and maintain all fire service equipment. Repair or replace due to structural fault. Install, service, repair and replacement in accordance to the essential services maintenance 	To meet all Australian standards and legislative requirements.

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
			manual <ul style="list-style-type: none"> • Review maintenance log book • System bills and operating costs • Call out and service costs • Repair and replace due to misuse or Contractor negligence at Contractors expense. 	
BM17	Fire extinguishers and Fire hose reels	<ul style="list-style-type: none"> • Cost of refilling or replacement of damaged equipment due to Contractor negligence (works to be undertaken by Council). 	<ul style="list-style-type: none"> • Repair, maintain, replace, service and inspect in accordance to the Essential Services Maintenance schedule • Pressure testing (6 mthly) • Replacement on expiry date • Set up a maintenance log book • Review maintenance log book 	To meet all Australian standards and legislative requirements
BM18	Floor surfaces and coverings	<ul style="list-style-type: none"> • All regular cleaning of floor coverings such as carpet, tiles, vinyl, polished floorboards, external paved/concrete timber deck areas • Cost of replacement caused through misuse or Contractor negligence. • Repair and replacement due to water damage caused by cleaning duties 	<ul style="list-style-type: none"> • Replacement due to structural defect or age • Repair and replacement of pool concourse cracking and structural defects • Replacement of all floor finishes, tiles, PVC tiles/sheets, carpet/carpet tiles when they have reached end of useful asset life • Maintain and repair access/manhole covers/frames and associated floor finishes • All repair and maintenance of floor coverings such as carpet, tiles, vinyl, polished floorboards, and external paved/concrete timber deck areas. 	
BM19	Flyscreens	<ul style="list-style-type: none"> • Maintain & replace flywire • Install additional flyscreens • Repair or replace when required 	<ul style="list-style-type: none"> • No responsibility 	
BM20	Furniture, Fixtures and fittings	<ul style="list-style-type: none"> • Maintain, repair and clean furniture, equipment, fixtures and fittings provided as part of the building 	<ul style="list-style-type: none"> • Replacement of furniture that is procured by 	As required or at the direction of the

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
		<p>such as built in cabinets, stoves, lockers, shelves, and tiles.</p> <ul style="list-style-type: none"> • Maintain, repair and clean – public address system, intruder alarm system, rubbish bins, cupboards, shelves, counters, kiosk display cabinets/screens, tubes, program/play equipment, lockers, clothes hooks and rails, chairs and tables, whitegoods, curtains, blinds and tracks, signs, notices and noticeboards (portable and fixed) • Maintain, regularly test, service and repair health club equipment including cardio, strength, free weights and group fitness equipment. • Maintain, regularly test, service and repair replace safety equipment including defibrillator, oxygen, and all safety equipment. • Maintain, regularly test, stock First Aid Equipment – refer to Nillumbik notes. • Clean mirrors. 	<p>Council.</p> <ul style="list-style-type: none"> • Maintain and repair hand / dryers and mirrors. 	<p>Supervisor.</p>
BM21	Garbage (waste and recycling collection)	<ul style="list-style-type: none"> • Weekly garbage collection, fortnightly recycle collection and two hard rubbish collections per year. • Ensure all bins are cleaned and not overflowing. 	<ul style="list-style-type: none"> • No Responsibility 	<p>Bins and waste materials must be stored in allocated areas.</p> <p>As required by the Supervisor.</p>
BM22	Gas bottles	<ul style="list-style-type: none"> • Gas bottles must be stored in accordance with the relevant Australian Standard or Regulation. A gas bottle is not permitted to be operated inside any building. • Filling and maintenance of gas bottles. • Replacement. 	<ul style="list-style-type: none"> • No responsibility 	

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
BM23	Glass, Windows (Internal/External)	<ul style="list-style-type: none"> • Cost of repair or replacement of broken or cracked windows arising from misuse. • Regular cleaning • Ease and adjust sashes/easements 	<ul style="list-style-type: none"> • Replacement due to breakage arising from structural defect or age or vandalism • Repair or replace broken or damaged glass due to misuse or negligence by Contractor, however the cost of repairs will be at the Contractor's expense. 	
BM24	Graffiti Removal	<ul style="list-style-type: none"> • Removal of graffiti from internal areas (inside buildings) • Report any external graffiti to Council 	<ul style="list-style-type: none"> • Removal of graffiti from external areas (outside of buildings) 	
BM25	Grandstands and External Furniture	<ul style="list-style-type: none"> • Maintain & replace all timber slat seats and associated supports • Maintain and replace balustrade as required to meet OH&S standards • Maintain concrete apron and report any structural defects • Maintain and replace shade structures • Repair shade structures due to vandalism 	<ul style="list-style-type: none"> • Replacement of structural steel members due to age • Replace shade structures 	
BM26	Guttering	<ul style="list-style-type: none"> • Monitor gutters for blockages and inform Council of any issues which require attention, especially water damage (as a matter of urgency). • Cost of repairs due to misuse or negligence. 	<ul style="list-style-type: none"> • Carry out condition audits and provide ongoing maintenance, repairs or renewal. • Regular cleaning of spouting / guttering. 	<p>Gutters to be cleaned annually or as required.</p> <p>Repairs and replacement as required or identified in Building Audits or at the direction of the Supervisor.</p>
BM27	Heating Fixtures	<ul style="list-style-type: none"> • Payment of gas and electricity costs due to Contractor misuse, negligence or exceeding utility cap. 	<ul style="list-style-type: none"> • Servicing, replacing and repairing when required. • Paying of all gas and electricity bills. 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
BM28	Hygiene	<ul style="list-style-type: none"> To keep all areas in a clean and hygienic state. To provide appropriate Sanitary, Nappy and Mechanical disposal units To provide appropriate toilet hygiene such as air fresheners Cost of microbiological testing of all pools on a quarterly basis. 	<ul style="list-style-type: none"> No responsibility 	
BM29	Intercom and PA System	<ul style="list-style-type: none"> Service and maintenance charges Replacement costs 	<ul style="list-style-type: none"> No responsibility 	
BM30	Information Technology: Telephones, Point of Sale, data wiring, PA System, Audio Visual Equipment, television, projectors, printers, sound systems, PC's, Kiosks and antennas.	<ul style="list-style-type: none"> As per service agreement Cost of licence fees. Installation, repair and maintenance of telephones, point of sale, data wiring, televisions, audio visual equipment, printers, projectors, sound systems, PC's Kiosk, antennas. 	<ul style="list-style-type: none"> PA System to be supplied and upgraded as required. 	As required or at the direction of the Supervisor.
BM31	Insurance	<ul style="list-style-type: none"> Contents for assets owned by Contractor and public liability \$20 million. 	<ul style="list-style-type: none"> Building structure and contents for Council owned assets. 	Renewed yearly
BM32	Keys, locks, Security Passes, door furniture	<ul style="list-style-type: none"> Responsible for keys/security passes issued by Council No foreign locks systems permitted. Replacement cost of lost or damaged keys. Repair and/or replacement cost of lock/door furniture due to misuse or negligence by Contractor or user groups. Regular cleaning of door furniture. 	<ul style="list-style-type: none"> Updating master system. Ordering and supplying of additional keys as requested at the expense of the Contractor. Repairs and replacement. 	
BM33	Lighting (Internal)	<ul style="list-style-type: none"> Report any issues to Council. Replacement of globes/lamps. 	<ul style="list-style-type: none"> Repair/replace faulty fittings. Repair/replacement due to structural fault. 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
BM34	Light Globes and fittings (External)	<ul style="list-style-type: none"> Report any issues to Council. 	<ul style="list-style-type: none"> Repair/replace faulty fittings Replacement light globes/tubes 	
BM35	Mechanical Exhaust, Ventilation Systems, Cooling, Air Handling, Heating	<ul style="list-style-type: none"> Repair and replacement due to Contractor misuse. 	<ul style="list-style-type: none"> Maintenance, servicing, Repair and replacement as required. Service and log maintenance report sheets as specified in operational manuals / handbooks and Certificate of Occupancy. 	
BM36	Painting (Internal)	<ul style="list-style-type: none"> Annual cosmetic updates and painting between agreed areas between both parties. Cost of internal and external painting due to building misuse. 	<ul style="list-style-type: none"> Proactive Painting Program (does not include leased areas i.e. consulting suites) 	As required Dependent on Council inspections and reports.
BM37	Painting (External)	<ul style="list-style-type: none"> No responsibility 	<ul style="list-style-type: none"> All external surfaces 	As required Dependent on Council inspections and reports. To Australian Standards
BM38	Paper towel, toilet roll holders, air freshener dispensers and soap dispensers. Shower heads, taps, railings and other fittings. Change room rubbish bins, mirrors.	<ul style="list-style-type: none"> Filling of dispenser units, repairs, maintenance and cleaning in accordance with manufacturer's specification or as required. 	<ul style="list-style-type: none"> Supply and upgrade. 	In accordance with Health Regulations. As required by the supervisor.
BM39	Paths and walkways	<ul style="list-style-type: none"> Cleaning of all pathways and walkways 	<ul style="list-style-type: none"> Installation and maintenance of pathways and walkways 	As required At the direction of the Supervisor.
BM40	Permanent Fixtures	<ul style="list-style-type: none"> Maintain the following items: shelving, 	<ul style="list-style-type: none"> Maintenance of hot water service, stoves, 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
		workstations, etc. <ul style="list-style-type: none"> • Regular cleaning of all fixtures • Replacement costs caused by cleaning. 	boiling/filtered water units and kitchen exhausts. <ul style="list-style-type: none"> • Replacement due to fair wear and tear or age. • Maintain, repair and replace all fixed cabinetry (excepting shelving, work stations) 	
BM41	Pest Control	<ul style="list-style-type: none"> • Keep all areas of the Facility free of rodents and pests in accordance with Council's Health Department guidelines 	<ul style="list-style-type: none"> • No responsibility 	Australian Standards and the requirements of Council's Health department or at the direction of the Supervisor.
BM42	Plumbing and fixtures	<ul style="list-style-type: none"> • Clean all amenities. • Cost of internal or external repairs to plumbing fittings such as toilet seats, pans, cisterns, taps, basins, traps, pipes, shower heads, etc. due to misuse, or vandalism. • Cost of internal repair due to misuse by user groups and any add on fixtures such as garden hoses or sprinklers. • Repair and replacement due to negligence or misuse 	<ul style="list-style-type: none"> • Maintain, repair, Replacement of damaged or corroded plumbing fittings, toilet bowls and cisterns. • Repair or works required for drainage purposes including sewage, drains, water pipes and pits. • Repair of gas pipes. • Unblocking of internal sewerage drains, waste and hot/cold water pipes. • Repair and renewal of all plumbing due to structural defect, age or corrosion. • Clean and maintain Grease Traps. 	As required. Hot water service to be serviced once every five (5) years. Dependent of Council inspections and reports.
BM43	Roofs, skylights, external walls, spouting and downpipes	<ul style="list-style-type: none"> • Cost of repair and replacement due to misuse or negligence. • Report any faults and structural problems to Council. 	<ul style="list-style-type: none"> • Replacement of roof or external walls due to age or structural defect • Repair and replacement of external plumbing fittings such as spouting, downpipes, pits, flashings, whirligigs, air vents, skylights, etc. (except where due to misuse, then it's Contractor responsibility) • Unblocking of external sewerage drains, pits, pipes, spouting, downpipes, etc. (except where due to 	Australian Standards Australian Building Code Standards

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
			internal blockages) <ul style="list-style-type: none"> Undertake annual inspection of roof access, fall arrest system Clear blockages. Regular cleaning of roof, external walls, spouting, drains and pits/traps every three months. 	
BM44	Sanitary disposal	<ul style="list-style-type: none"> Supply, install, servicing and maintenance. 	<ul style="list-style-type: none"> No Responsibility 	In accordance with Health Regulations or at the direction of the Supervisor.
BM45	Seating (fixed)	<ul style="list-style-type: none"> Clean and cost of repair due to misuse. 	<ul style="list-style-type: none"> Replace at end of useful asset life. Maintain and repair. 	
BM46	Security Systems	<ul style="list-style-type: none"> Installation and maintenance 	<ul style="list-style-type: none"> No responsibility 	
BM47	Security Lights	<ul style="list-style-type: none"> Monitoring of security lighting and reporting any issues to Council. Cost of repairs due to misuse or negligence. 	<ul style="list-style-type: none"> Supply, maintenance and replacement of security lights. Repair due to misuse or negligence of Contractor. 	
BM48	Signage	<ul style="list-style-type: none"> Inform Council of any issues to external signage that require attention. Replacement, maintenance or additional change of information as required. Maintain and replace all internal/external signs relating to the operations Regular cleaning as required Supply and fit signs required by MFB and OH&S standards Monitor compliance of signage with RLSSA Guidelines for Safe Pool Operation and notify Council immediately of any changes required. 	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance, repairs and renewal of external signage. Provide approval of internal signage. Provision of Essential Safety Measures/DDA signage as required. Installation and replacement of all permanent external signage All car park signage. 	
BM49	Smoke Detectors	<ul style="list-style-type: none"> Associated ongoing maintenance costs relating to 	<ul style="list-style-type: none"> Inspections 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
	(if battery operated)	smoke detectors <ul style="list-style-type: none"> Replacement costs of units and batteries 		
BM50	Solar heating Equipment	<ul style="list-style-type: none"> No responsibility 	<ul style="list-style-type: none"> Full responsibility 	Dependant on Council inspection or reports
BM51	Stairs, rails, balustrades and handrails.	<ul style="list-style-type: none"> Clean applied nosing's, floor covering, handrails, balustrades and glazed panels 	<ul style="list-style-type: none"> Maintain, repair, Supply and upgrade 	DDA Compliance Standards and/or Australian Building Code Standards
BM52	Telecommunication systems (fax, photocopier, telephones)	<ul style="list-style-type: none"> Installation and maintenance costs Replacements costs 	<ul style="list-style-type: none"> No responsibility 	
BM53	Tiles	<ul style="list-style-type: none"> Report any cracked, broken or loose tiles. Cost of repairs or replacement due to misuse or negligence. 	<ul style="list-style-type: none"> Repair and replacement of all tiles. Repair/replace due to misuse or negligence by Contractor, all costs associated will be at the Contractor's expense 	
BM54	Toilet – Cisterns, pans, lids and seats throughout	<ul style="list-style-type: none"> Cleaning as required in accordance with Appendix Q Cleaning Services. 	<ul style="list-style-type: none"> Maintenance, repair, Supply and upgrade of toilets Replacement of toilet seats and lids. 	As required or at the direction of the Supervisor.
BM55	Utilities infrastructure i.e. Electricity, gas, water, sewage, and Telstra supply services throughout the building and site boundary. Includes wiring to the building.	<ul style="list-style-type: none"> Telephone/data services 	<ul style="list-style-type: none"> All services from the Authority supply line to the main connection point at the building including drains, sewer, water, gas, electricity, wiring to the building, and telephone lines. Periodic servicing, maintenance and repair of all electrical, plumbing and gas fittings and fixed equipment within facility. 	To Australian Standards and legislative requirements or at the direction of the Supervisor.
BM56	Walls (incl. retaining walls)	<ul style="list-style-type: none"> Clean Remove graffiti (internal walls) Report any signs of structural problems to Council Cost of repairs and replacement due to misuse or negligence. 	<ul style="list-style-type: none"> Repair or replacement due to structural fault Replacement of wall tiling when they have reached 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
			end of useful asset life <ul style="list-style-type: none"> • Glazed screens including frames • All tiling to pool shells • Replace all retaining walls • Repair or replacement due to Contractor misuse or negligence at Contractors expense. • Maintain wall tiling (including grouting) • Maintain retaining walls • Make good plaster cracks 	
BM57	Waste & Soil Pipes	<ul style="list-style-type: none"> • Clear and clean all traps / waste / vents / pipes and fittings above ground and/or external to infrastructure 	<ul style="list-style-type: none"> • Clear blockages • Clean out silt/grease trap • Clean out triple interceptor 	
BM58	Water coolers	<ul style="list-style-type: none"> • Cleaning as required and in accordance with manufacturer's specification. • Maintenance and repair. 	<ul style="list-style-type: none"> • Supply and installation of water coolers. 	
BM59	Water tanks external to the building and underground tanks	<ul style="list-style-type: none"> • Cost of repair or replacement due to misuse or negligence. 	<ul style="list-style-type: none"> • Supply and upgrade of water tanks. • Servicing, Maintenance, repairs of water tanks • Any damage to the tanks where Council Insurance cover is involved. 	
BM60	White goods (i.e. Refrigerator, washing machine, clothes dryer, dishwasher, food processors, etc.)	<ul style="list-style-type: none"> • Installation and maintenance costs • Replacements costs 	<ul style="list-style-type: none"> • No responsibility 	
BM61	Window Coverings and soft furnishings	<ul style="list-style-type: none"> • Repairs and replacement of internal window covering including curtains and blinds and other soft furnishings. 	<ul style="list-style-type: none"> • Supply of blinds in the office spaces and where required for privacy 	As required or at the direction of the Supervisor.

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
FACILITY ENTRANCE				
FE1	Automatic Entrance Doors	<ul style="list-style-type: none"> Cleaning 	<ul style="list-style-type: none"> Maintenance, Repairs, Servicing, Supply and upgrade as required. 	As required or at the direction of the Supervisor.
FE2	Entry walkway, ramp and stairs including tactile strips, balustrading and handrails	<ul style="list-style-type: none"> Cleaning of all entrance areas to ensure they are free of rubbish leaves, etc. 	<ul style="list-style-type: none"> Supply and upgrade of entrance as required. Repairs and maintenance to entrance area including walkway, ramp and stairs including tactiles, balustrading and handrails 	As required or at the direction of the Supervisor.
RECEPTION AREA/FOYER				
R1	Display racking (free standing, portable)	<ul style="list-style-type: none"> Provision, repair and maintenance. Cleaning 	<ul style="list-style-type: none"> No Responsibility 	As required or at the direction of the Supervisor.
R2	Display racking (wall mounted, fixed)	<ul style="list-style-type: none"> Provision, repair and maintenance. Cleaning 	<ul style="list-style-type: none"> No Responsibility 	As required or at the direction of the Supervisor.
R3	Facility entry gates/turnstiles or entry/exit system equipment	<ul style="list-style-type: none"> Repairs and maintenance as required. 	<ul style="list-style-type: none"> Supply and installation of entry/exit system and upgrade when required. 	As required or at the direction of the Supervisor.
R4	Noticeboards, whiteboards, A-frames	<ul style="list-style-type: none"> Provision, repair and maintenance. Cleaning 	<ul style="list-style-type: none"> No Responsibility 	As required or at the direction of the Supervisor.
R5	Lockers	<ul style="list-style-type: none"> Repairs and maintenance as required. Cleaning of all surfaces and internal locker areas, handles and touchpads. Supply and installation lockers and upgrade when required. 	<ul style="list-style-type: none"> No responsibility 	As required or at the direction of the Supervisor.
R6	Reception desk and cupboards	<ul style="list-style-type: none"> Repairs and maintenance as required. 	<ul style="list-style-type: none"> Supply and installation of reception desk and cupboards. 	As required or at the direction of the Supervisor.

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
GYM/GROUP FITNESS				
G1	Cycle equipment, non-fixed cycle equipment assets	<ul style="list-style-type: none"> Provision Repair and maintenance as required in accordance with manufacturer's specification and relevant service agreement/s Cleaning 	<ul style="list-style-type: none"> No Responsibility 	As per manufacturer's specification or at the direction of the Supervisor.
G2	Group Fitness Equipment (non-fixed)	<ul style="list-style-type: none"> Provision Maintain, repair and replacement Cleaning 	<ul style="list-style-type: none"> No Responsibility 	As required or at the direction of the Supervisor.
G3	Gym/health equipment: (Cardio equipment, weights, functional training and all other non-fixed gym equipment assets i.e. dumbbells, mats, kettle bells, TRX, etc.)	<ul style="list-style-type: none"> Maintenance and repair as required in accordance with manufacturer's specification and relevant service agreement/s Cleaning Electrical test and tag as per standards. 	<ul style="list-style-type: none"> No Responsibility 	As required or at the direction of the Supervisor.
G4	Gym Fans (Fixed)	<ul style="list-style-type: none"> Cleaning Electrical test and tag as per standards. 	<ul style="list-style-type: none"> Supply Repair or replacement due to age or defect. Maintenance and repair as required in accordance with manufacturer's specification and relevant service agreement/s 	
G5	Gym Fans (Portable)	<ul style="list-style-type: none"> Provision, repair and maintenance as required in accordance with manufacturer's specification and relevant service agreement/s Cleaning Electrical test and tag as per standards 	<ul style="list-style-type: none"> No Responsibility 	As per manufacturer's recommendations As per Australian Standards As required or at the direction of the Supervisor.
G6	Gym sound and audio	<ul style="list-style-type: none"> Provision, repair and maintenance as required in 	<ul style="list-style-type: none"> No Responsibility 	As per manufacturer's

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
	equipment (Sound system, audio equipment, headsets and speakers throughout gym, cycle, group fitness and other program rooms)	accordance with manufacturer's specification and relevant service agreement/s <ul style="list-style-type: none"> • Cleaning • Electrical test and tag as per standards 		recommendations As per Australian Standards As required or at the direction of the Supervisor.
G7	Lockers (mini lockers)	<ul style="list-style-type: none"> • Repairs and maintenance as required. • Cleaning of all surfaces and internal locker areas, handles and touchpads. • Supply and installation lockers and upgrade when required. 	<ul style="list-style-type: none"> • No responsibility 	As required or at the direction of the Supervisor.
G8	Stage (Group Fitness Room)	<ul style="list-style-type: none"> • Maintain, clean and repair 	<ul style="list-style-type: none"> • Supply and upgrade 	As required or at the direction of the Supervisor.
AQUATICS				
A1	Aquatic Features	<ul style="list-style-type: none"> • No responsibility 	<ul style="list-style-type: none"> • Maintain and repair all water features, including diving boards, pool handrails and water slides and structures • Replacement at end of useful asset life 	
A2	Pool, aquatic features and spa	<ul style="list-style-type: none"> • Any Contractor procured pool items. • Pool lane ropes • Timing mechanisms • Filter/grills • Aqua Play equipment maintenance • 	<ul style="list-style-type: none"> • Supply, replacement or upgrade • Shells, tiling and grout • Railings • Fittings including starting blocks • Aqua play equipment and supply • Stairs • Repairs and maintenance of tiles and grout 	
A3	Pool concourses, copings and wet decking	<ul style="list-style-type: none"> • Cleaning of concourse as per specification of 	<ul style="list-style-type: none"> • Repair or replace all components. • Repair or replace due to age or structural fault. • Repair or replacement due to Contractor misuse or 	As per manufacturer's specification or as directed by the

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
		product manufacturer. <ul style="list-style-type: none"> Report any issues or damage to Council. Cost of repairs and replacement if have not been serviced in accordance with manufacturers, suppliers or installers requirements or negligence is the cause of repairs or replacement. 	negligence at the Contractors cost.	Supervisor.
A4	Pool concourse drainage	<ul style="list-style-type: none"> Clear blockages 	<ul style="list-style-type: none"> Repair or replacement due to age or structural fault Repair or replace drain grills. 	
A%	Pool Chemical Dosing Systems	<i>Sodium Hypochlorite</i> <ul style="list-style-type: none"> Check bulk storage tank and bund as installed Check transfer and pump and connections Check transfer lines Check metering pump(s) and any in-line connections Check dosing lance operation and connections <i>Carbon dioxide</i> <ul style="list-style-type: none"> Check discharge pressure from cylinders Check operation of solenoid and flow meter Check operation of dosing lance 	<ul style="list-style-type: none"> All repairs and replacement 	
A6	Pool Controls Air Compressor	<ul style="list-style-type: none"> Check for undue noise & vibration Check oil level Check pressure stat settings Check belts and pulley Check air intake filter. Check and drain receiver 	<ul style="list-style-type: none"> All repairs and replacement 	
A7	Pool Equipment	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance, repairs or renewal. Use pool blankets each day and store rollers safety. Maintain pool water quality in accordance with all 	<ul style="list-style-type: none"> Replacement of pool blankets due to age. Repair of shells (including tiles); filters/grills; railings; lane rope eyelets and other fixtures; and stairs and 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
		<ul style="list-style-type: none"> relevant legislation. Repair lane ropes. Replacement of lane ropes and swim flags. Cleaning of shells (including tiles); filters/grills; railings; lane rope eyelets and other fixtures; and stairs and ramps. Cost of repairs due to misuse or negligence. 	ramps.	
A8	Pool Heat Exchangers	<ul style="list-style-type: none"> Inspect plates for deterioration Inspect gaskets 	<ul style="list-style-type: none"> All maintenance, repairs and replacement 	
A9	Pool Ozone System	<ul style="list-style-type: none"> Visual and sound check 	<ul style="list-style-type: none"> All repairs and replacement 	
A10	Pool plant and equipment	<ul style="list-style-type: none"> In accordance with Councils plant management and operational Guidelines Contractor to perform routine maintenance operations including the following: <ul style="list-style-type: none"> Backwashing 4 times annually water testing to be conducted by an external body Pool chemistry testing, water chemistry balancing monitoring and repairs. Cleaning and maintenance of inline filters Strainer basket cleaning and maintenance Pool vacuums Scrubber cleaners Hoses 	<ul style="list-style-type: none"> Supply, replacement or upgrade Pool plant heating, ventilation and air handling plant Condensing boilers Dosing controllers Hypo Generation Plant Spa blowers and jets Exhaust fans 	In accordance with operations and maintenance manuals Australian Standards Health Regulations RLSSA standards
A11	Pool Safety Signage	<ul style="list-style-type: none"> Maintain signage Monitor compliance of signage with RLSSA Guidelines for Safe Pool Operations and notify Council immediately of any changes required Repair and replacement due to negligence to carry out ongoing maintenance 	<ul style="list-style-type: none"> Initial installation Replacement 	
A12	Pool Treatment	<ul style="list-style-type: none"> Responsible for the ongoing water and quality and 	<ul style="list-style-type: none"> No responsibility 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
		treatment including all costs, materials and works. <ul style="list-style-type: none"> • Inform Council of any issues to pool treatment that incurs closures of the pools. 		
A13	Pool Water Heating System	<ul style="list-style-type: none"> • Drain down primary heating water system • Test sample water quality • Remove, check and clean strainers (check also for corrosion) • Inspect all flexible connections • Install water meter, refill system and record water quantity (leave water meter on system) • Add corrosion inhibitor based on refill quantity of water • Measure and record water resistance across heating coils • Measure and record flow at balancing valve, before/after cleaning heat exchange • Measure and record water temperature on and off heating coils • Measure/record water temperatures to pool heating exchange • Check operation of valves on heating and pool heat exchanger • Check signals from pipe and air sensors • Check humidity controller sensor • Check controller operation • Check operation of motorised dampers • Inspect gland seats on valves • Clean heating pump suction strainers • Check pool heating water balancing valve for corrosion 	<ul style="list-style-type: none"> • All repairs and replacement 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
A14	Water play equipment	<ul style="list-style-type: none"> Report any signs of structural problems. Cost of repairs due to misuse or negligence. 	<ul style="list-style-type: none"> Undertake annual structural audit. Replace due to age or structural fault. Repair/replace due to misuse or negligence by Contractor, all costs associated will be at the Contractor's expense. 	
A15	Water Slide	<ul style="list-style-type: none"> Report any signs of structural problems. Cost of repairs due to misuse or negligence. 	<ul style="list-style-type: none"> Undertake annual structural audit. Replace due to age or structural fault. Repair/replace due to misuse or negligence by Contractor, all costs associated will be at the Contractor's expense. 	
CAFE AND KITCHEN				
C1	Café and kitchen appliances (stainless steel surfaces; floor surfaces, dishwasher; ovens; fridges; coffee machines; display cabinets; fittings and equipment i.e. cups, plates, platters, catering trays; and sinks and tapware)	<ul style="list-style-type: none"> Maintenance and repair of all fittings and non-fixed equipment Cleaning of all surfaces including floors with appropriate materials and in accordance with manufacturer's specification and cleaning schedules. Cleaning of all stainless steel surfaces, windows, cabinets, doors, handles, coffee machines, ovens fridges, display cabinets, tapware. Cleaning and replacement of all breakages of cutlery, crockery, glassware, serving trays. 	<ul style="list-style-type: none"> Maintenance, Installation and upgrade of fixed appliances/elements in the café area i.e. benches, benchtops, flooring, surfaces, plumbing infrastructure, electrical wiring. 	As required or at the direction of the Supervisor and the approved facility cleaning schedule.
C2	Cooking and refrigeration equipment Exhaust canopy / cool room	<ul style="list-style-type: none"> Cleaning including canopy filters, cool room fans. Cost of purchase, maintenance and repair of non fixed/portable equipment Cost of repair/replacement of damaged equipment due to Contractor negligence or misuse. 	<ul style="list-style-type: none"> Replacement of fixed equipment due to age or failure. Maintain via regular servicing, and repair. 	
C3	Food handling areas	<ul style="list-style-type: none"> To keep all areas in a clean and hygienic state and fulfil all requirements under the Food Act 1984 and its amendments 	<ul style="list-style-type: none"> No responsibility 	

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Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
OUTDOOR AREAS				
O1	Car Park	<ul style="list-style-type: none"> Report any maintenance items to the Supervisor. Maintain car park, garden beds and entry in a clean condition at all times e.g. daily cleaning of rubbish and debris, and clearing of paths and paving as per Appendix Q Cleaning Services. 	<ul style="list-style-type: none"> All repairs and maintenance relating to roadways, footways and drainage. Repairs and replacement of surface / resurfacing and line marking as required. Lighting (if applicable). Kerb and channel Traffic control and parking signage. Maintain trees and landscaping within car park. Maintain car park lighting. Sweeping. 	<p>As per Cleaning Schedule</p> <p>As required</p> <p>At the direction of the Supervisor.</p>
O2	Fencing and gates including boundary fencing, child care fencing and other internal fencing structures	<ul style="list-style-type: none"> Regularly inspect Maintain all items Repair damage by vandals. The cost of repairs and replacement will be at the Contractors expense if Contractor negligence is the cause. Keep fence clear of flora inside and outside the boundary lines unless Council's Responsibility. Maintain relationship with neighbours to ensure overhanging trees do not enter into the Centre boundary lines and vice versa. Note tree pruning is not the responsibility of Council. Cleaning of perimeter rubbish daily and as required as per Appendix Q Cleaning Services. 	<ul style="list-style-type: none"> Repair or replace due to structural fault. Replacement due to age. Repair and replace due to misuse or negligence by Contractor, however the cost of repairs and replacements will be at the Contractors expense. 	
O3	<p>Grounds</p> <p><i>See Appendix O Grounds Maintenance Responsibilities</i></p>	<ul style="list-style-type: none"> Maintain clear of debris all entry/exit areas. Remove and dispose of all litter Report deterioration of concrete retaining walls, 	<ul style="list-style-type: none"> Major repairs and replacement of Centre's external gardens. Replace retaining walls, asphalt concourse, concrete pathways, stairs, stair nosings and 	<p>As per <i>Appendix O Grounds Maintenance</i></p>

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
		stairs and rails and hard surfaces <ul style="list-style-type: none"> Seek Council approval prior to any modifications to the grounds. 	handrails due to age. <ul style="list-style-type: none"> Mow, maintain and reinstate lawns, as required. Plant, prune, mulch and maintain garden beds. Maintain all paths, stairs, rails and outdoor fittings. Maintain free from weeds all hard surfaces including concrete, asphalt, paving, crushed rock and gravel areas and associated curbing. Inspection, trimming and removal of dead material to be undertaken required to maintain an overall healthy condition and appearance. 	<i>Responsibilities.</i> Frequency and service levels to be determined once contract is appointed.
O4	Outdoor BBQ's	<ul style="list-style-type: none"> Cleaning Major repairs as a result of misuse or negligence. 	<ul style="list-style-type: none"> Installation and upgrade where required Repairs and maintenance to BBQ including all components and fittings. 	<i>Service Levels to be negotiated with preferred supplier.</i>
O5	Outdoor shelters/structures	<ul style="list-style-type: none"> Cleaning Repairs due to misuse or negligence Structures to be kept free of cobwebs, leaves and rubbish. 	<ul style="list-style-type: none"> Maintenance, Installation and upgrade where required 	As required or at the direction of the Supervisor.
O6	Outdoor tables and chairs - fixed	<ul style="list-style-type: none"> Cleaning Major repairs as a result of misuse or negligence 	<ul style="list-style-type: none"> Maintenance, Installation and upgrade where required 	As required or at the direction of the Supervisor.
O7	Shade Sails/Structures	<ul style="list-style-type: none"> Clean Repair due to vandalism, misuse or negligence. 	<ul style="list-style-type: none"> Maintenance, Installation and upgrade when required Undertake structural audit. Replacement due to age or structural fault. Repair or replacement due to Contractor misuse or negligence at Contractor's expense. 	As required or at the direction of the Supervisor. Shade sails to be pressure washed a minimum of 4 times per year
O8	Trees	<ul style="list-style-type: none"> Report any dead/dying/dangerous trees to the Supervisor. 	<ul style="list-style-type: none"> Prune or remove trees for clearance or safety from 	As required in accordance with Appendix O Grounds

APPENDIX N: FACILITY MAINTENANCE SCHEDULE

Item No.	ITEM	CONTRACTOR RESPONSIBILITY	COUNCIL RESPONSIBILITY	FREQUENCY AND STANDARDS
			roads, paths or infrastructure. <ul style="list-style-type: none"> • Replacement/replanting • Implement any recommended works identified in the arborist report. 	Maintenance Responsibilities

APPENDIX O: GROUNDS MAINTENANCE RESPONSIBILITIES

All grounds maintenance will be conducted in accordance with the Specification and Contract and with an approved Annual Maintenance Plan. Frequency and service levels will be negotiated with the successful Contractor.

Item No	Item	Contractor Responsibility	Council Responsibility	Frequency
GM1	Mowing – Outdoor Areas	<ul style="list-style-type: none"> Rubbish must be collected prior to grass mowing. Any hoses or equipment to be moved to provide access for mowing. 	<ul style="list-style-type: none"> All lawns mown on a cyclical basis. 	Frequency and service levels to be determined once contract is appointed.
GM2	Weed control	<ul style="list-style-type: none"> Report any noxious weeds to the Supervisor. 	<ul style="list-style-type: none"> Regular weed control will be undertaken. Noxious weeds when detected shall be treated immediately and eliminated. 	Frequency and service levels to be determined once contract is appointed.
GM3	Edging		<ul style="list-style-type: none"> Edging shall be undertaken each time that mowing has been completed. 	Frequency and service levels to be determined once contract is appointed.
GM4	Top Dressing		<ul style="list-style-type: none"> Top dressing where necessary to correct levels or offset soil compaction. 	Frequency and service levels to be determined once contract is appointed.
GM5	Rubbish	<ul style="list-style-type: none"> Undertake a daily grounds inspection and rubbish collection within the grounds. Remove and dispose of all litter. 	<ul style="list-style-type: none"> All rubbish and / or debris connected with grounds maintenance (grass cuttings, leaf litter and other debris) shall be removed off-site at the completion of any works. 	Daily When mowing is conducted

Item No	Item	Contractor Responsibility	Council Responsibility	Frequency
GM6	Reseeding			As required.
GM7	Turf Pests	<ul style="list-style-type: none"> Report any noticeable turf pests to the Supervisor. 		As required
GM8	Pruning	<ul style="list-style-type: none"> The Contractor shall report dead / dying / dangerous trees and/or trees requiring pruning for clearance from roads/paths/infrastructure to the Supervisor. 	<ul style="list-style-type: none"> Pruning shall be carried out as required. 	As required
GM9	Thinning (shrubs and understorey planting only)			As required
GM10	Tree Maintenance	<ul style="list-style-type: none"> The Contractor shall report dead / dying / dangerous trees or trees requiring pruning for clearance from roads/paths/infrastructure to the Supervisor. 	<ul style="list-style-type: none"> An arborist will conduct an inspection of trees at the Centre every two years. Replacement/replanting Implement any recommended works identified in the arborist report. <p>Trees are defined as:</p> <ul style="list-style-type: none"> Vegetation taller than 5m in height; or Vegetation that has a single stem at ground level (young trees). 	As Required
GM11	Mulch			As required.

Item No	Item	Contractor Responsibility	Council Responsibility	Frequency
GM12	Replanting		<ul style="list-style-type: none"> It will be necessary to replace trees, shrubs, ground covers and grasses which have died due to various causes. Council's Parks Services will undertake required works. 	As required.
GM13	Outdoor BBQ's	<ul style="list-style-type: none"> Cleaning Major repairs as a result of misuse or negligence. 	<ul style="list-style-type: none"> Installation and upgrade where required Repairs and maintenance to BBQ including all components and fittings. 	<i>Service Levels to be negotiated with preferred supplier.</i>
GM14	Outdoor shelters/structures	<ul style="list-style-type: none"> Cleaning Repairs due to misuse or negligence Structures to be kept free of cobwebs, leaves and rubbish. 	<ul style="list-style-type: none"> Maintenance, Installation and upgrade where required 	As required or at the direction of the Supervisor's Representative.
GM15	Outdoor tables and chairs - fixed	<ul style="list-style-type: none"> Cleaning Major repairs as a result of misuse or negligence 	<ul style="list-style-type: none"> Maintenance, Installation and upgrade where required 	As required or at the direction of the Supervisors Representative
GM16	Shade Sails/Structures	<ul style="list-style-type: none"> Clean Repair due to vandalism, misuse or negligence. 	<ul style="list-style-type: none"> Maintenance, Installation and upgrade when required Undertake structural audit. Replacement due to age or structural fault. Repair or replacement due to Contractor misuse or negligence at Contractor's expense. 	<p>As required or at the direction of the Supervisor's Representative</p> <p>Shade sails to be pressure washed a minimum of 4 times per year</p>

Item No	Item	Contractor Responsibility	Council Responsibility	Frequency
GM17	General	<ul style="list-style-type: none"> • Maintain clear of debris all entry/exit areas. • Remove and dispose of all litter • Report deterioration of concrete retaining walls, stairs and rails and hard surfaces • Seek Council approval prior to any modifications to the grounds. 	<ul style="list-style-type: none"> • Major repairs and replacement of Centre's external gardens. • Replace retaining walls, asphalt concourse, concrete pathways, stairs, stair nosings and handrails due to age. • Mow, maintain and reinstate lawns, as required. • Plant, prune, mulch and maintain garden beds. • Maintain all paths, stairs, rails and outdoor fittings. • Maintain free from weeds all hard surfaces including concrete, asphalt, paving, crushed rock and gravel areas and associated curbing. • Inspection, trimming and removal of dead material to be undertaken required to maintain an overall healthy condition and appearance. 	Frequency and service levels to be determined once contract is appointed.

APPENDIX P: CHILD CARE LICENCE



Children's Services Act 1996

Licence to Operate a Children's Service

Limited Hours Type 2 Licence

Licence Id: SE-00015692

I, Kelly Charlton, Manager, Service Administration and Support Unit, as delegate of the Secretary of the Department of Education and Training grant a licence to

Victorian YMCA Community Programming Pty Ltd

This **Limited Hours Type 2** licence is granted in relation to **Knox Leisure Works**. This licence permits the service to operate in premises situated at **Tormore Road, BORONIA**.

This licence shall remain in force from **2 October 2017** to **1 October 2018** unless it is sooner cancelled. This licence is subject to the *Children's Services Act 1996* (the Act) and the *Children's Services Regulations 2009* (the Regulations) and the conditions or restrictions set out on this Licence Certificate.

Section 33 of the Act requires that the Licence Certificate is conspicuously displayed at the main entrance to the service.

Specific conditions or restrictions which apply to this licence

- 1) A Licence is granted subject to the condition that the children's service is operated in a way that :
 - (a) ensures the safety of the children being cared for or educated; and
 - (b) ensures that the developmental needs of those children are met; and
 - (c) supports the health and wellbeing of those children.
- 2) The maximum number of children who may be cared for or educated at any one time is 30.
- 3) The licensee must notify the Secretary of any proposed alteration of the design of the premises from the design that was approved for the purposes of the Approval of Premises and is specified in the approved plan.

Natalie Frost
 A/Manager, Service Administration and Support Unit
 Delegate of the Secretary
 Department of Education and Training
 27 September 2017

Your details will be dealt with in accordance with the *Public Records Act 1973* and the *Privacy and Data Protection Act 2014*. Should you have any queries or wish to gain access to your personal information held by this department please contact our Privacy Officer at the above address.



APPENDIX Q: CLEANING SERVICES

In accordance with the Specification Clause 18.15 and the Contract, the Contractor must develop cleaning procedures for approval by the Supervisor at least 30 days prior to the Commencement Date for inclusion in the Centre's Procedures Manual. All tasks in Appendix Q must be included.

Item No	CLEANING SERVICES TO BE PROVIDED BY CONTRACTOR	CLEANING FREQUENCY
GENERAL - ALL AREAS		
AA1	Spot clean entrance (air-lock) doors and glass (internal/external)	Daily
AA2	Spot clean all surfaces including walls, doors, windows, mirrors, internal partitions and glass, and ensure that the inside and outside is free of dust, stains, and marks.	Daily
AA3	Dust all low-level surfaces including furniture, fittings and fixtures including but not limited to blinds, wall hangings and pictures, signage, fittings, ledges and skirting boards, fire appliances, computers and electrical equipment.	Weekly
AA4	Empty, clean, sanitise and reline waste bins (Contractor to provide).	Daily Twice/day or more frequently as required during high usage / bookings.
AA5	Spot clean and sanitise all tabletops, counter tops, desks and chairs.	Daily
AA6	Sweep and spot clean all floors.	Daily
AA7	Vacuum and spot clean carpets.	Weekly High traffic public areas daily.
AA8	Detail vacuum all carpeted areas	Weekly
AA9	Steam clean all carpets.	Quarterly
AA10	Mop all hard floors including vinyl, tiles, etc. buff if required; maintain in slip free condition.	Weekly unless specified otherwise in this Appendix or in accordance with applicable Laws. More frequently as required during high usage / bookings.
AA11	Removal of chewing gum from all surfaces.	Weekly or when observed.

AA12	Clean and sanitise phones.	Weekly or more frequently if required.
AA13	Clean and sanitise all tables and counter tops using approved maintenance products suitable for the type of furniture installed.	Monthly
AA14	Clean ceiling vents.	Monthly
AA15	Clean all light fittings and diffusers up to 2 metres.	Monthly
AA16	Clean all high surfaces (over 2 metres) for dust, spider webs and debris.	Every six months.
AA17	Clean all internal and external fixed signage.	Monthly
AA18	Clean all external walls in public view of dirt, leaves, cobwebs and debris, etc.	Weekly
AA19	Check cleaning of Centre at least every four hours or more frequently as required during high visitation.	Daily
AA20	Dust all fire equipment	Weekly
POOLS AND POOL SURROUNDS		
P1	Vacuum, clean or wash indoor and outdoor pool floors as often as is required to remove all evident sediment build up, dirt or algae.	Daily
P2	Pool walls, surrounds, scum gutters, water line tiles, grouting, all railings, access ladders and pool equipment shall be cleaned using appropriate techniques and materials to prevent the growth of algae and / or the build-up of grease and grime.	Weekly or more frequently if required.
P3	Leaves to be removed from outdoor pools with scoop.	Daily prior to opening or more frequently if required.
P4	Hose / wash down pool concourses, pool copings and wet deck grating (in keeping with any water restrictions), scrub as necessary.	Daily
P5	Sweep pool concourses to remove debris, etc, including leaves, twigs at outdoor pools, prior to opening. Hose down as required in keeping with water restrictions, scrub as necessary.	Daily
P6	Pick up all rubbish and remove.	Daily - more frequently as required during high usage / bookings.

P7	Clear rubbish bins at the end of every day or more frequently as required during high usage periods.	Daily
P8	Clean all surfaces and surrounds, to remove dirt, cobwebs, etc.	Weekly
P9	Clean all light fittings, diffusers and other high-level surfaces.	Every six months.
P10	Waterslide - clean, wash or vacuum fibreglass slide, stairs, landings, slide access stairs and plunge pool.	Daily
P11	Clean and wash the barbecue plates, bench tops and surrounds.	Daily - when operational / in use and as required to maintain the amenity at the Centre.
P12	Clean and wash exterior pathways, stairs, furniture (indoor and outdoor), equipment and pavements to outdoor pools and lawns.	Weekly or more frequently if required.
P13	Clean and sanitise all glass, seating and interior of steam room.	Daily
P14	High pressure clean exterior pathways, stairs, pavements of outdoor pool surrounds.	Monthly
P15	Pool floors, walls, surrounds, scum gutters/wet decks, diving blocks, handrails and access ladders shall be cleaned using appropriate techniques and materials to prevent the growth of algae and/or build-up of grease and grime.	
CHANGE ROOMS, TOILETS AND SHOWERS		
T01	Sweep, mop / wash and sanitise all floors using approved cleaning machine and leave in a near dry condition ensuring no pooling of water.	Daily
T02	Wash/scrub, hose and sanitise walls and floors of shower recesses.	Daily Twice/day or more frequently as required during high usage / bookings.
T03	Spot clean walls, doors and partitions.	Daily Twice/day or more frequently as required during high usage / bookings.
T04	Clean and sanitise toilet lids, seats, pans and urinals.	Daily Twice/day or more frequently as required during high usage / bookings.
T05	Clean and sanitise basins, benches and mirrors.	Daily Twice/day or more frequently as required during high usage / bookings.

T06	Clean, sanitise and polish all bright metal fittings.	Daily
T07	Replace washroom paper products and soap (Contractor to provide).	Daily Twice/day or more frequently as required during high usage / bookings.
T08	Empty, clean, sanitise and reline waste bins (Contractor to provide)	Daily Twice/day or more frequently as required during high usage / bookings.
T09	Remove debris from all drains (floors, basins and showers)	Daily Twice/day or more frequently as required during high usage / bookings.
T10	Using approved detergent, sanitise and wash all internal walls, doors and partitions.	Weekly or more frequently as required to keep clean and to maintain amenity of Centre.
T11	Clean and sanitise lockers externally and dust tops.	Daily
T12	Remove cobwebs.	Twice per week and when observed.
T13	Sanitise all drains / floor grates.	Weekly
T14	Clean ceiling vents.	Weekly
T15	Dust and spot clean fittings, ledges and skirting boards.	Weekly
T16	High level dusting – remove all internal cobwebs and dust, including tops of lockers.	Monthly
T17	Wipe all surfaces, scrub if necessary (inc. ceiling if required) to remove dust etc.)	Monthly
CAFÉS AND KITCHEN/S		
CA1	Empty, clean, sanitise and reline waste bins (Contractor to provide).	Daily Twice/day or more frequently as required during high usage / bookings.
CA2	Wipe clean and sanitise tables and chairs, benches and appliances.	Daily Twice/day or more frequently as required during high usage / bookings.
CA3	Sweep and mop clean all hard floors.	Daily
CA4	Vacuum and spot clean carpet areas.	Daily

CA5	Spot clean walls and doors.	Daily
CA6	Wipe clean external of fridges.	Daily
CA7	All other cleaning tasks as required by legislation, regulations and guidelines.	As specified.
CAR PARKS, ENTRY PATHS AND SURROUNDS		
CP1	Pick up rubbish and debris in car parks, surrounding garden beds and walking paths to front entrance to Centre.	Daily
CP2	Sweep external entry concrete.	Weekly
CP3	Clean concrete entry walking paths with high pressure cleaner.	Quarterly or more frequently if condition requires.
CP4	Clean and wash car park signage.	Quarterly
PLANT ROOMS		
PL1	Sweep floors and clean and tidy pathways.	Weekly
PL2	Pick up, sweep and remove any rubbish and debris.	Weekly
PL3	Chemical storage to be maintained	Daily
OTHER		
OT1	Clean and wash (including removal of debris) storm water drainage pits and grates to outdoor pools and concourse.	Quarterly or more frequently if conditions require.
OT2	Clean and wash roof fascia and box gutters (including removal of debris).	Twice yearly – September and March
OT3	Vacuum under gym equipment	Fortnightly
OT4	Pool hall high dusting including vents, ductwork and ledges.	Annually
OT5	Other requirements as directed by the Superintendent's Representative and required by applicable Laws.	As required.

APPENDIX R: UTILITIES DATA

1. Scope

The payment of utilities will be the responsibility of Council. Any consumption above historical usage will be born by the Contractor.

2. Historical usage Data**2.1 Electricity usage (Kilowatt-hours, kWh)**

Month	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
July	127272	123237	118272	119011	112968	110023	118775
August	120345	124433	113696	115442	116174	109365	121611
September	132185	115080	111840	114109	112881	111019	114686
October	123916	124458	110740	115784	116039	112381	117509
November	124115	124541	114730	108645	111632	113672	120627
December	119106	124544	116930	120438	106651	119719	120095
January	126474	131390	111870	127839	101899	119571	123576
February	117611	117899	106100	117209	106526	109254	100607
March	114982	114710	115210	121132	108903	125898	112424
April	95426	100160	114900	109207*	102923	112237	104979
May	102453	114817	127703	110393	102838	119010	113593*
June	110379	113696	116360	107116	105084	114013	111330
Total	1414264	1428965	1378351	1386325	1304518	1376162	1379812

Note (*):

- 2014/2015 - LED lights installed over 50m pool.
- 2017/2018 – 23 LED lights installed over Leisure pool and surrounds.

2.2 Electricity usage data analysis (Kilowatt-hours, kWh)

Electricity Use								
Month	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	Overall
Lowest	95426	100160	106100	107116	101899	109254	100607	95426
Highest	132185	131390	127703	127839	116174	125898	123576	132185
Median	119726	120568	114815	115613	107777	113026	116098	114859
Average	117855	119080	114863	115527	108710	114680	114984	115100

2.3 Gas usage (Gigajoules, GJ)

Month	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
July	2128	1802	2548	2272	2586	2319	2188
August	2103	2076	2743	2335	2531	2312	2145
September	1986	2189	2035	2132	2256	2074	2130
October	2028	1938	2186	1925	1637	2040	1958
November	1386	1674	1740	1643	1899	1803	1499
December	1312	2913	1333	1486	1339	1581	1521
January	1283	1553	1155	1357	1370	1394	1415
February	1288	1243	1044	1061	1256	1436	1155
March	1316	1316	1322	1445	373	1419	1623
April	1308	1522	1744	1613	1168	1758	1687
May	1468	1522	2101	2086	1865	2031	2050
June	1261	1524	2229	2242	2030	1978	2218
Total	18867	21272	22180	21597	20310	22145	21589

2.4 Gas usage data analysis (Gigajoules, GJ)

Gas Use								
Year	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	Overall
Lowest	1261	1243	1044	1061	373	1394	1155	373
Highest	2128	2913	2743	2335	2586	2319	2218	2913
Median	1351	1614	1890	1784	1751	1891	1823	1742
Average	1572	1773	1848	1800	1693	1845	1799	1761

2.5 Water usage (Kilolitres, kL)

Month	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
July	1536	2124	2833	2702	2468	2128	1557
August	1618	2124	3291	2708	2847	2320	1683
September	1849	2124	2328	2653	3479	2999	2441
October	2341	1808	2631	3054	4453	2260	1981
November	2315	2874	3421	3161	3272	3203	2777
December	2188	2966	2887	3912	3766	3588	2360
January	2733	3010	3780	3641	4034*	2377	3310
February	2379	2805	3229	3533	3206	2182	3077
March	2078	3919	2863	3064	3403	3396	2982
April	1710	2845	1684	2100	3766	1922	2429
May	1688	2783	2573	1908	2621	2958	2614
June	1821	2368	2455	2256	2267	2360	2294
Total	24256	31750	33975	34692	39582	31693	29505

Note (*):

- 50m pool refilled on completion of re-painting works.

2.6 Water usage data analysis (Kilolitres, kL)

Water Use								
Year	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	Overall
Lowest	1536	1808	1684	1908	2267	1922	1557	1536
Highest	2733	3010	3780	3912	3588	3588	3310	4453
Median	1964	2794	2848	2881	3338	2369	2435	2642
Average	2021	2646	2831	2891	3299	2641	2459	2684

2.7 Trade wastewater usage (Kilolitres, kL)

Month	2013/14	2014/15	2015/16	2016/17	2017/18
July	795	862	80	330	361
August	849	2268	325	357	233
September	1480	1373	901	64	2385
October	1091	1006	1390	517	2812
November	2434	1113	334	1474	1549
December	2605	378	381	1143	2462
January	2348	286	395	1256	3115
February	1668	1057	943	3620	1498
March	624	616	1546	2139	2462
April	655	546	923	1109	1233
May	602	135	1818	278	1270
June	341	379	911	890	1352
Total	15492	10019	9947	13177	20732

Knox LGA Profile

VicHealth Indicators Survey 2015 Results

This profile provides an overview of wellbeing in this local government area (LGA). It is designed to provide local governments with population health data to undertake comprehensive, evidence-based municipal public health and wellbeing planning.

Knox highlights*

General wellbeing

Knox City residents reported similar wellbeing to all Victorians. Residents gave their wellbeing an average score of 76.2 out of 100, compared with the Victorian average of 77.3.

There has been no significant change in subjective wellbeing for Knox between the 2007, 2011 and 2015 surveys.**

Life satisfaction measures how people evaluate their life as a whole. When asked to rate their general satisfaction with life on a scale from zero to 10, residents of Knox reported an average score of 7.7. This is similar to the Victorian life satisfaction average score of 7.8.

Safety

Most (92.5%) Knox residents agreed that they felt safe walking alone during the day. This finding is the same as the Victorian estimate (92.5%).

Just under half (47.4%) of Knox residents agreed that they felt safe walking alone in their local area after dark, which is significantly less than the Victorian estimate (55.1%).

There has been no significant change in perceptions of safety for Knox between the 2007, 2011 and 2015 surveys.**

ABOUT THE SURVEY

The data comes from the VicHealth Indicators Survey 2015, which focused on the health and wellbeing of Victorians. It complements other population health survey work conducted in Victoria, such as the Victorian Population Health Survey.

Data was collected through telephone interviews. The survey was conducted in each of Victoria's 79 LGAs, with a total sample of 22,819 participants aged 18 and over. Two items, subjective wellbeing and perceptions of safety, were included in previous indicator surveys in 2007 and 2011, therefore changes in these items over time are also reported.**

For more information, including further descriptions of the indicators in this profile, refer to the full report of the VicHealth Indicators Survey 2015 at www.vichealth.vic.gov.au/indicators.

For more detailed information on your area go to www.exploreyourdata.com.au

* These highlights compare results for the LGA with Victorian estimates. Significance has been calculated to a 95% level of probability. Statistical significance provides an indication of how likely it is that a result, such as the difference between two values, is due to chance. For example, if an LGA's wellbeing score is higher than the Victorian estimate, but the difference is not statistically significant, it is possible that the difference is due to chance. When values are described as 'similar', it means that the difference between values is not statistically significant. Significant difference is indicated when confidence intervals for an LGA estimate do not overlap with confidence intervals for the Victorian estimate.

A confidence interval is a range of values that we would expect would contain the true value of an estimate, to a stated level of probability (95% is commonly used). Confidence intervals of 95% have been calculated for each indicator. This means that if we were to sample from the same population 100 times, we would expect the population estimate to fall within the interval 95 times (95%) and we would expect it to fall outside the estimate five times (5%).

Not all statistically significant results are reported as 'highlights'. See chart on page 3 for all indicators.

Data has been weighted by age, gender and telephone status (whether the participant had a mobile phone only) within each LGA. Crude rates, also known as non-standardised rates, are shown here to help inform localised planning. Crude rates are not appropriate for comparisons between individual LGAs, as estimates have not been age-standardised and differences may be due, at least in part, to differing age profiles. Significant differences shown in this document may be partly due to differences between the age profiles of the LGA and the Victorian population as a whole.

General wellbeing and safety data for 2007 are from the Community Indicators Victoria 2007 survey. Smoking prevalence data are from the Victorian Population Health Survey 2014.

** Interpret with caution. See VicHealth Indicators Survey 2015: Selected Findings for information on the analysis of changes over time.

Mental wellbeing

The mental wellbeing indicators were level of resilience, indicators of neighbourhood connection and trust, and attitudes to gender equality in relationships.

Knox residents reported an average resilience score of 6.3 out of 8. This is similar to Victorian residents, who reported an average resilience score of 6.4.

The proportion of Knox residents who agreed that people in their neighbourhood are willing to help each other out was 73.4%, similar to the Victorian estimate (74.1%).

Just over six out of 10 (63.0%) residents felt that they live in a close-knit neighbourhood, similar to the Victorian estimate (61.0%).

A similar proportion of Knox residents agreed that people in their neighbourhood can be trusted (67.1%), compared to the proportion of Victorians who agreed (71.9%).

Physical activity

Physical activity indicators were number of days of being physically active for at least half an hour (specifically, zero days = inactive; four or more days = adequately active), indicators of type of organised and non-organised physical activity, and an indicator for sedentary behaviour at work.

Compared to all Victorians, the same proportion of Knox residents engaged in no physical activity during the week (18.9%). A similar proportion of Knox residents engaged in physical activity four or more days per week compared with the Victorian estimate (35.6%, Victoria = 41.3%). The three most popular non-organised physical activities in Knox were walking (47.8%), jogging or running (13.4%), and gym or fitness (7.2%).

Healthy eating

Healthy eating indicators were vegetable, fruit and water consumption, as well as frequency of take-away meals and snacks. Knox residents ate an average of 2.0 serves of vegetables per day, which is significantly lower than the Victorian average of 2.2. Knox residents reported eating an average of 1.5 serves of fruit each day, which is similar to the Victorian average of 1.6. On average, Knox residents drank 5.2 cups of water per day. This is similar to the Victorian average of 5.4.

Alcohol

Alcohol indicators included risk of short-term harm from alcohol consumption (five drinks or more on a single occasion), very high risk of short-term harm from alcohol consumption (11 or more drinks on a single occasion) and respondents' attitude towards getting drunk to the point of losing balance.

Just over one-quarter (26.7%) of Knox residents were identified as being at risk of short-term harm from alcohol in a given month, similar to the Victorian estimate (29.4%). Compared to all Victorians, a similar proportion of Knox residents was identified as being at very high risk of short-term harm each month (8.4%, Victoria = 9.2%).

Just over one-quarter (25.7%) of residents living in Knox agreed that getting drunk every now and then is okay. This is similar to the proportion of Victorians who agreed (27.9%).

How to use the indicator results

Page 3 of this profile contains a chart displaying information about each indicator. Details on how to interpret the data are provided below.

Column 1 – Indicator: contains the name of each indicator (e.g. Participation in any organised physical activity), grouped by topic area (e.g. Physical activity).

Column 2 – Measure: identifies whether the values for the indicator represent a percentage or an average score.

Column 3 – LGA estimate: contains the value for that indicator across all survey participants within the LGA.

Column 4 – LGA estimate confidence interval: contains the 95% confidence interval for the LGA value, with the lower and upper values listed in brackets.

The remaining columns display data for the whole of Victoria. This allows readers to gauge how LGA results for each indicator compare to the rest of the state.

Column 5 – Victorian estimate: contains the average response for that indicator for all survey participants within Victoria, typically presented as a percentage.

Columns 6 and 8 – Victoria least favourable and Victoria most favourable: contain the worst and best LGA values in Victoria for that indicator, respectively. Note that this is not necessarily the same as the lowest and highest LGA values for any given indicator. Sometimes a higher value is considered less favourable (for example, for time spent sitting on a usual work day).

Column 7 – Victorian range: is the graphical section of the chart and displays four pieces of information.

1. The range of LGA scores across Victoria is indicated by the length of the grey bar. Note that the bars have been scaled to fit within the chart.
2. The red vertical line on the grey bar indicates where the Victorian estimate is located within the range of LGA values (matching the value in the Victorian estimate column).
3. The position of the coloured circle indicates the location of the LGA value within the range of values for all 79 LGAs.
4. Whether the LGA value was significantly different to the Victorian estimate is shown by the colour of the circle. See the chart legend for an explanation of the circle colours.

Crude rates, also known as non-standardised rates, have been presented here to help inform localised planning. Crude rates are not appropriate for comparison between LGAs, as estimates have not been age-standardised and therefore differences may be due, at least in part, to differing age profiles. **Details of questions can be found in the full report at: www.vichealth.vic.gov.au/indicators**

Indicator	Measure	LGA estimate	LGA estimate confidence interval	Victorian estimate	Victoria least favourable	Victorian range	Victoria most favourable
General wellbeing							
Subjective wellbeing [range 0–100]	average	76.2	[74.6, 77.8]	77.3	74.1		84.0
Satisfaction with life as a whole [range 0–10]	average	7.7	[7.5, 8.0]	7.8	7.6		8.5
Perceptions of safety – walking alone during day	% agree	92.5	[88.2, 95.6]	92.5	84.9		98.9
Perceptions of safety – walking alone after dark	% agree	47.4	[40.9, 53.9]	55.1	36.3		86.9
Mental wellbeing							
Resilience [range 0–8]	average	6.3	[6.1, 6.5]	6.4	5.5		6.9
Perceptions of neighbourhood – people are willing to help each other	% agree	73.4	[67.3, 78.9]	74.1	63.0		96.8
Perceptions of neighbourhood – this is a close-knit neighbourhood	% agree	63.0	[56.6, 69.1]	61.0	45.3		91.9
Perceptions of neighbourhood – people can be trusted	% agree	67.1	[60.8, 73.0]	71.9	54.6		96.0
Low gender equality score	%	36.8	[30.6, 43.3]	35.7	52.5		18.3
Physical activity							
0 days per week	%	18.9	[14.3, 24.3]	18.9	32.7		7.4
4 or more days per week	%	35.6	[29.5, 42.0]	41.3	28.6		56.2
Organised physical activity							
Participation in any organised physical activity	%	29.2	[23.6, 35.4]	28.7	15.7		39.9
Organised by a fitness, leisure or indoor sports centre	%	7.7	[4.9, 11.4]	9.2	0.0		16.3
Organised by a sports club or association	%	11.7	[7.7, 16.7]	9.8	4.8		21.9
Non-organised physical activity							
Participation in any non-organised physical activity	%	70.7	[64.6, 76.3]	70.5	56.9		85.7
Activity type – walking	%	47.8	[41.3, 54.3]	51.2	43.0		65.1
Activity type – jogging or running	%	13.4	[9.0, 18.8]	14.0	2.4		27.6
Activity type – gym or fitness	%	7.2	[4.3, 11.3]	7.6	2.3		15.4
Sedentary behaviour at work							
Time spent sitting on usual work day (Base: Those aged 18–64 years who are working 35 or more hours)	average (hrs: mins)	4:36	[3:56, 5:15]	4:29	5:58		2:21
Healthy eating							
Number of serves of vegetables per day*	average	2.0	[1.9, 2.2]	2.2	1.7		2.7
Number of serves of fruit per day*	average	1.5	[1.4, 1.7]	1.6	1.3		1.9
Eats take-away meals/snacks at least three times a week	%	15.0	[10.3, 20.8]	10.2	19.8		1.7
No water consumed per day	%	4.5	[2.4, 7.8]	3.1	11.3		0.2
Number of cups of water consumed per day	average	5.2	[4.7, 5.6]	5.4	4.1		6.6
Alcohol							
At risk of short-term harm each month	%	26.7	[21.0, 33.1]	29.4	51.6		13.3
At very high risk of short-term harm each month	%	8.4	[4.9, 13.1]	9.2	20.6		3.6
Alcohol culture – getting drunk every now and then is okay	% agree	25.7	[20.0, 32.0]	27.9	47.7		15.2
Smoking prevalence							
Current smokers**	%	13.3	[8.5, 20.3]	13.1	29.7		5.2

Legend

- LGA value significantly more favourable than Victorian estimate
- LGA value significantly less favourable than Victorian estimate
- LGA value not significantly different from Victorian estimate
- Sampling variability high, use with caution (relative standard error 25–50%)
- Victorian estimate
- Range of results across all LGAs

- * See Victorian Population Health Survey 2014 for estimates of compliance with the 2013 Australian fruit and vegetable consumption guidelines
- ** Data from Victorian Population Health Survey 2014
- The Victorian Population Health Survey 2014 can be viewed at www2.health.vic.gov.au/public-health/population-health-systems/health-status-of-victorians/survey-data-and-reports/victorian-population-health-survey/victorian-population-health-survey-2014
- No data** Relative standard error above 50%, estimate not reported

Healthy choices: policy guidelines for sport and recreation centres



Healthy choices: policy guidelines for sport and recreation centres

2016

Acknowledgements

The *Healthy choices: policy guidelines for sport and recreation centres* is adapted from the Queensland Department of Health's *A better choice: healthy food and drink supply strategy for Queensland health facilities* (2007) and the Victorian Department of Education and Training's *School canteens and other school food services policy* (2012).

The *Victorian School canteens and other school food services policy* (2012) was based on the NSW Department of Health and NSW Department of Education and Training's *Fresh Tastes @ School NSW Healthy School Canteen Strategy* (2004).

Contact

For more information about the *Healthy choices: policy guidelines for sport and recreation centres* contact healthychoices@dhhs.vic.gov.au.

To receive this publication in an accessible format phone 9096 9000 using the National Relay Service 13 36 77 if required, or email healthychoices@dhhs.vic.gov.au

Authorised and published by the Victorian Government, 1 Treasury Place, Melbourne.

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Where the term 'Aboriginal' is used it refers to both Aboriginal and Torres Strait Islander people. Indigenous is retained when it is part of the title of a report, program or quotation.

ISBN 978-0-7311-7056-2 (pdf/online)

Available at <www.health.vic.gov.au/nutrition>

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1

Introduction



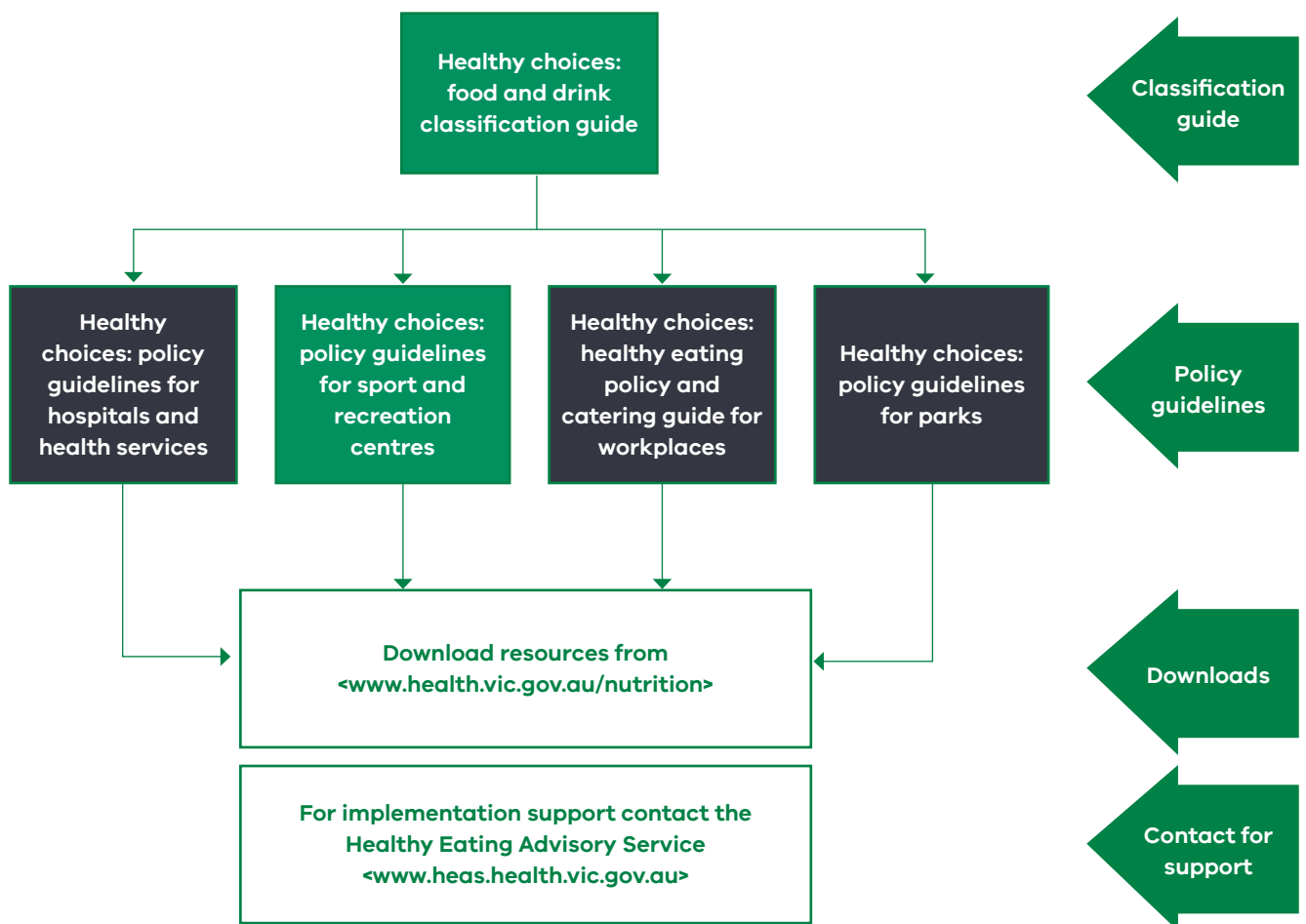
Why sport and recreation centres?

Many Victorians participate in sport or physical recreation, and many more are involved as spectators, supporters, volunteers and sponsors. Sport and recreation centres reach a substantial proportion of the population and are well placed to support individuals and communities seeking a healthier way of living.

The Healthy Choices framework

One-third of the burden of disease can be prevented. An analysis of the combined effects of thirteen dietary risk factors (such as, high sodium and sweetened beverage intake and low fruit, vegetable and fibre intake) found that they make up 7% of preventable disease burden. Other risk factors that caused high disease burden were tobacco use (9%), high body mass (5.5%), alcohol use (5%), physical inactivity (5%) and high blood pressure (5%). It is important to reinforce the need for greater access to healthy foods and drinks in our community.¹

Figure 1: The Healthy Choices framework



¹ Australian Institute of Health and Welfare, Australian Burden of Disease Study: impact and case of illness and death in Australia 2011, available from www.aihw.gov.au/publication-detail/?id=60129555173

Good nutrition is important for a healthy lifestyle and contributes to the health and wellbeing of the community. Together with physical activity, healthy eating plays a key role in preventing disease, promoting wellbeing and productivity, maintaining a healthy weight, promoting better oral health and supporting children's growth and development.

Healthy Choices is a framework for improving availability and promotion of healthier foods and drinks in community settings (Figure 1).

Using the Healthy Choices framework, sport and recreation centres can provide consistent health-promoting messages whereby the foods and drinks available through the centre reinforce positive messages about the importance of physical activity for good health.

Food and drink classification guide

The *Healthy choices: food and drink classification guide* uses a traffic light system to classify foods and drinks as:

- **GREEN** – best choices
- **AMBER** – choose carefully
- **RED** – limit.

This resource describes the processes used to classify items and defines foods and drinks in each category.

Policy guidelines

Setting-specific policy guidelines are available to support the implementation of Healthy Choices in:

- hospitals and health services
- workplaces
- sport and recreation centres
- parks.

Each policy document addresses:

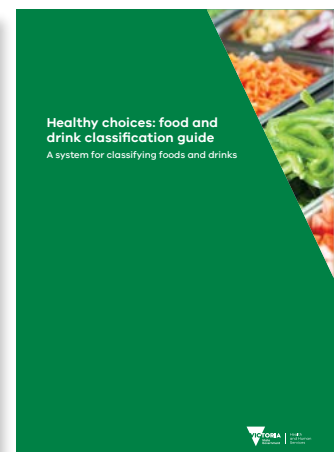
- **GREEN**, **AMBER** and **RED** foods and drinks through retail outlets, vending machines and catering
- how foods and drinks are advertised, promoted and displayed
- foods and drinks used for fundraising, prizes and give-aways
- sponsorship by food industry
- how the physical environment supports healthy eating
- supportive environments for breastfeeding.

Resources and support

The Healthy Eating Advisory Service supports organisations wanting to put Healthy Choices into practice. The Service provides information and advice, training and a comprehensive website with online training and menu assessment tools, fact sheets, and recipes to help with providing healthy foods and drinks across the organisation. Visit <www.heas.health.vic.gov.au>.

The *Healthy choices: food and drink classification guide* and setting-specific policy documents are available from the Department of Health website at <www.health.vic.gov.au/nutrition>.

The classification guide and setting-specific policy documents need to be used together when applying Healthy Choices in community settings.



An example of marketing resources available for retail food outlets meeting the Healthy Choices guidelines

Choose well. Feel great.

Making healthy choices easier.

To help you make healthier choices, food and drinks have been classified according to their nutritional value.

Best choice

Choose **green** food and drinks as often as possible. They are fresh and good for you.



Choose carefully

Choose **amber** food and drinks sometimes. They are less healthy and there are better options.



Limit

To look after your health, choose **red** food and drinks rarely and in small amounts.



2

Healthy Choices in sport and recreation centres



What will this resource do?

This resource will support the implementation of Healthy Choices in sport and recreation centres by assisting:

- local councils to incorporate Healthy Choices in tender and contract specifications for management of public sport and recreation centres
- staff and volunteers in sport and recreation centres to incorporate Healthy Choices in:
 - organisational health and wellbeing policies
 - tenders, contracts and leases with food and drink suppliers
 - contracts and leases with user groups (for example, sports clubs)
- staff and volunteers in sport and recreation centres and food and drink service providers to meet the food and drink standards (pages 9–10).

The intent is to enhance the health of staff, volunteers and community visitors by increasing availability and promotion of healthier food and drink choices and reducing availability and promotion of less healthy choices.

Who is this resource for?

This resource is for anyone involved in implementing healthy eating policy and making changes to provide healthier foods and drinks in public sport and recreation centres. Centre managers, contract managers, health promotion officers, employers, food and drink manufacturers, retailers and food service personnel may find the resource especially useful.

Organisations registered with the Achievement Program can use this resource to work towards meeting the requirements of the healthy eating benchmarks. For more information visit <www.achievementprogram.health.vic.gov.au>.

Local governments can also use this resource as a guide to incorporate Healthy Choices in tenders and contracts related to the operation and management of public sport and recreation facilities.

Where does Healthy Choices apply?

Healthy Choices is relevant in all public sport and recreation centres including:

- recreation centres
- swimming pools and aquatic centres
- leisure and multipurpose centres.

Healthy Choices applies in any situation or activity where foods and/or drinks are sold or provided to staff, volunteers and community visitors. This includes:

- food and drink retail outlets such as cafeterias, cafes, coffee shops, canteens, kiosks (including mobile food kiosks) and coffee carts
- food and drink vending machines
- catering provided by an organisation for meetings, functions and events (such as community events, launches, celebrations and ceremonies)
- catering provided in a facility by external user groups
- fundraising activities
- rewards, incentives, gifts, prizes and give-aways
- advertising, promotion and sponsorship.

The guidelines apply to all foods and drinks, whether freshly made on the premises or supplied prepackaged.

The guidelines do not apply to foods and drinks brought from outside the organisation for personal use.

Related policies, strategies and initiatives

- *Healthy choices: food and drink classification guide*²
- *Healthy food charter*³
- *Australian dietary guidelines*⁴ and *Australian guide to healthy eating*⁵

2 Department of Health 2014, *Healthy choices: food and drink classification guide*, State Government of Victoria, Melbourne.

3 Department of Health 2013, *Healthy food charter*, State Government of Victoria, Melbourne.

4 National Health and Medical Research Council 2013, *Australian dietary guidelines*, Commonwealth of Australia, Canberra.

5 National Health and Medical Research Council 2013, *Australian guide to healthy eating*, Commonwealth of Australia, Canberra.

- Healthy Together Achievement Program
- *Victorian Health Priorities Framework 2012–2022*⁶
- *Victorian Public Health and Wellbeing Plan*⁷
- Organisational health and wellbeing policies
- Local government policies and strategies (for example, municipal public health and wellbeing plan, local government leisure or recreation plan)

Healthy Choices in public sport and recreation centres

An opportunity for leadership

Sport and recreation centres can be leaders in establishing health-promoting sporting environments that reinforce positive messages about healthy eating. By offering healthy foods and drinks, centres can drive change in the system by encouraging community demand for healthier choices.

Embedding long-term change through organisational policy and contracts with suppliers

Including the Healthy Choices policy in organisational policy and tenders, contracts and leases with food and drink suppliers is an important part of a whole-of-organisation approach to healthy eating.

This will help ensure that your efforts to encourage healthy eating are sustained, and will also provide clear direction to everyone involved in making healthy changes to the foods and drinks supplied throughout the organisation.

Section 5 of this resource includes a healthy eating policy template that can be adapted as required and incorporated into organisational policy.

⁶ Department of Health 2011, *Victorian Health Priorities Framework 2012–2022*, State Government of Victoria, Melbourne.

⁷ Department of Health 2011, *Victorian Public Health and Wellbeing Plan*, State Government of Victoria, Melbourne.

Section 6 includes a food service agreement template that can be adapted and included in tenders, leases and contracts with food and drink providers such as retail outlets, vending suppliers and catering providers.

To promote long-term and sustainable change, hospitals and health services are strongly encouraged include the Healthy Choices policy in organisational policy and tenders, contracts and leases with food and drink providers.

Council tenders and contracts

Public centres have contractual agreements with local councils that influence centre management and operation. Including Healthy Choices in council tenders and contracts is an effective way to ensure healthy foods and drinks are available and encouraged.

A focus on children

Children and youth represent a large proportion of visitors at sport and recreation centres. Centres play an important role in providing children with positive messages about healthy eating and physical activity.

Fundraising and sponsorship activities promoting unhealthy foods and drinks to children should be discouraged. Instead, centres should consider fundraising and sponsorship alternatives such as sports retailers, sports clothing and equipment manufacturers, banks, telecommunications companies, travel companies, local tradespeople and community businesses.

What about sports clubs?

Community sports clubs (for example, football clubs and cricket clubs) are not-for-profit organisations which largely rely on a volunteer workforce. Sports clubs have variable needs, responsibilities and capabilities regarding provision of healthy foods and drinks.

Healthy Choices is not specifically designed for sports clubs. However, where possible, clubs are encouraged to use Healthy Choices as a guide to increase the availability of healthier foods and drinks.

Why implement Healthy Choices?

Benefits to the centre

By implementing Healthy Choices organisations will:

- communicate consistent messages about healthy eating and healthy lifestyles to the community
- create a family-friendly environment that encourages health and community participation
- ensure the food service aligns with overall health messages portrayed by the organisation
- meet community expectations regarding promoting messages about healthy lifestyles
- demonstrate leadership and drive change in the system by encouraging demand for healthier choices
- potentially increase revenue due to health conscious visitors purchasing healthy canteen choices.

Benefits for employees and volunteers

Providing and promoting healthy foods and drinks can have a positive impact on staff and volunteer health and wellbeing. A healthy workforce contributes to:

- improved employee engagement, satisfaction and productivity
- reduced employee stress and anxiety
- improved employee retention
- reduced absenteeism.

Benefits for community visitors

Centres that encourage healthy food and drink choices support the health of adults and children in the community.

People who eat well:

- have more energy
- are more able to maintain a healthy weight
- are less likely to become sick.

Healthy eating is especially important for children who require good nutrition for growth and development.



3

Food and drink standards



The table below outlines key requirements for applying Healthy Choices in public sport and recreation centres.

Food and drink standards for sport and recreation centres
<p>Standard 1: Foods and drinks provided in retail outlets and vending machines</p> <p>Healthy options are offered and encouraged in line with the <i>Healthy choices: food and drink classification guide</i>:</p> <ul style="list-style-type: none"> • At least 50 per cent of foods and drinks available are GREEN • No more than 20 per cent of foods and drinks available are RED
<p>Standard 2: Food and drink advertising, promotion and display⁸</p> <ul style="list-style-type: none"> • GREEN foods and drinks are actively advertised and promoted and prominently displayed • AMBER foods and drinks may be advertised and promoted, but not at the expense of GREEN choices • RED foods and drinks are not advertised or promoted or displayed in prominent areas <p>In addition:</p> <ul style="list-style-type: none"> • the organisation's logo is not used alongside RED foods and drinks • RED foods and drinks are provided in the smallest size available
<p>Standard 3: Catering provided by the organisation at meetings and events</p> <p>Healthy options are offered and encouraged in line with the <i>Healthy choices: healthy eating policy and catering guide for workplaces</i>:</p> <ul style="list-style-type: none"> • The majority of foods and drinks provided are GREEN • AMBER foods and drinks are provided in small quantities only • No RED foods and drinks are provided <p>User groups providing catering (for example, sports clubs) should ensure catering provided complies with the guidelines in this standard</p>
<p>Standard 4: Water</p> <p>Clean and safe tap water is always available free of charge (for example, from water bubblers and/or food outlets) in high traffic areas</p>
<p>Standard 5: Fundraising activities, prizes and giveaways</p> <p>Fundraising that promotes unhealthy foods and drinks is discouraged, and healthier options or fundraising opportunities not related to foods and drinks are supported</p> <p>No RED foods and drinks are supplied as awards, give-aways, gifts and vouchers for children and youth</p>

⁸ Requirements for advertising, promotion and display of **GREEN**, **AMBER** and **RED** foods and drinks apply to:

- product placement in cabinets, fridges, refrigerated cabinets, bain maries, vending machines and on shelves
- product placement in high-traffic areas, for example, reception desks, counters in waiting areas, entrances and exits of food outlets, beside cash registers and in dining areas
- promotion and advertising at point of sale, on counters, cabinets, fridges, vending machines, menus and staff notice boards, via promotional stands and product displays, banners and signs inside and outside the outlet and on umbrellas and other furniture.

Food and drink standards for sport and recreation centres

Standard 6: Sponsorship and marketing⁹

Organisations do not engage in sponsorship, marketing, branding or advertising to children and youth of foods and drinks inconsistent with Healthy Choices

Standard 7: Infrastructure to support healthy foods and drinks

The physical environment supports preparation and provision of healthy foods and drinks, for example:

- water dispensers are positioned in staff rooms, public areas and food and drink retail outlets
- food and drink retail outlets have space to prepare, store and display healthy items (for example, preparation benches, refrigeration space, display cabinets)
- facilities are available for staff to prepare and store healthy foods and drinks (for example, staff fridge and freezer, preparation space, microwave, sandwich maker)

The physical environment does not support preparation and provision of unhealthy foods and drinks, for example:

- retail outlets are discouraged from using deep fryers and other equipment that is primarily used to prepare unhealthy items

Standard 8: Supporting breastfeeding

Strategies to support breastfeeding are in place. Organisations may wish to participate in the following programs from the Australian Breastfeeding Association:

- 'Breastfeeding Welcome Here' <www.breastfeeding.asn.au/services/welcome>
- 'Breastfeeding Friendly Workplaces' <www.breastfeeding.asn.au/breastfeeding-friendly-workplaces-program>

⁹ This standard relates to sponsorship, marketing and advertising activities that specifically promote unhealthy foods and drinks and related branding to children and youth (for example, marketing of unhealthy foods on swimming pool inflatables for children). General sponsorship and advertising activities (for example, general signage at a swimming pool) are not included in this standard.

Note: Current sponsorship agreements are acknowledged. When renewing terms and conditions of existing agreements or seeking new sponsorship opportunities, terms and conditions of agreements should align with the guidelines in this standard.

Will alcohol be served?

Facilities that are licensed to provide alcohol may do so in accordance with organisational policies and the *Liquor Control Reform Act 1998*.

Alcoholic drinks should not be provided in excessive quantities and should be served with non-alcoholic options as well as water.

For information about the responsible service of alcohol visit the Victorian Commission of Gaming and Liquor Regulation website <www.vcglr.vic.gov.au>.

4

Implementation guide



Five steps for implementation

A range of sport and recreation centres operate throughout Victoria, with different needs, priorities, capacities and ideas about providing healthier foods and drinks.

The steps required to make healthy changes will be different for each organisation, so it is essential to consult with your organisation's community about how to proceed with any proposed changes.

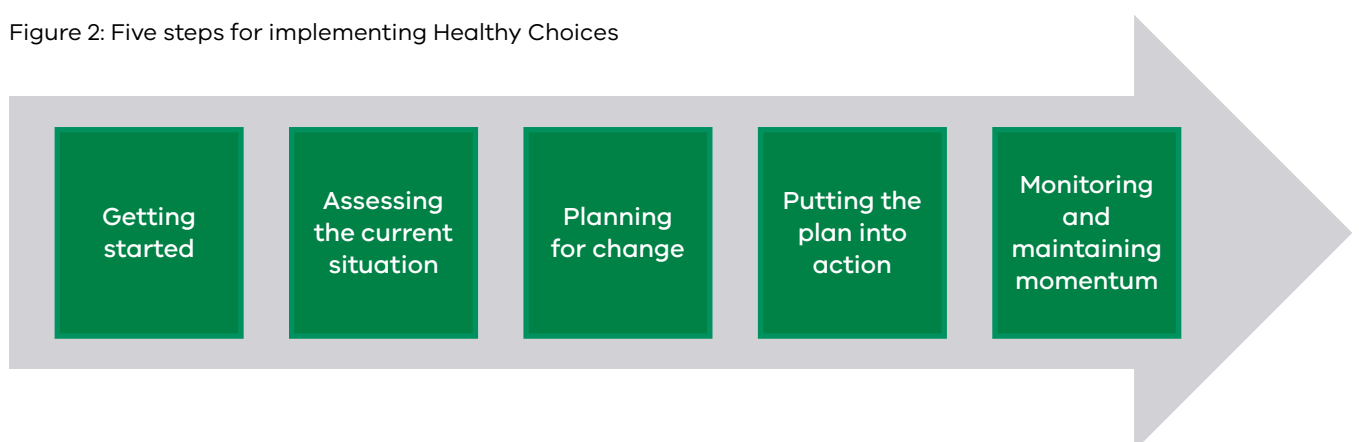
The key points to consider when applying Healthy Choices in sport and recreation centres are:

1. incorporating Healthy Choices into:
 - local government tender and contract specifications for management of publicly funded facilities
 - organisational health and wellbeing policies
 - tenders, contracts and leases related to the supply of foods and drinks (for example, through retail outlets and vending machines)
 - contracts and leases with user groups (for example, sports clubs)
2. meeting the food and drink standards.

Figure 2 outlines a practical process for implementing Healthy Choices in sport and recreation centres.

The five steps in this process are explained in the following pages, with examples of tasks to complete for each step.

Figure 2: Five steps for implementing Healthy Choices



Step 1: Getting started

Planning and preparation is the first important step when making healthy changes.

Use the examples in the table below to guide you through the 'Getting started' step.

Recommended tasks	Date completed
Obtain support from centre management (for example, local council, convenor or committee) for implementing Healthy Choices.	
Identify key stakeholders (for example, managers, convenors, staff, volunteers, local council, food service providers, members and visitors). Inform stakeholders that the centre will be making healthy changes, the intended process for making changes, and what will be required of them.	
Form a committee to lead implementation of Healthy Choices. Invite key stakeholders that can assist with making healthy changes to join the committee (for example, centre manager, food service staff, community nutritionist or dietitian, facility staff and users).	
Make sure committee members understand the <i>Healthy choices: food and drink classification guide</i> and the <i>Healthy choices: policy guidelines for sport and recreation centres</i> . Committee member should have a good understanding of the: <ul style="list-style-type: none"> • GREEN, AMBER, RED classification system • food and drink standards. 	
Start an action plan for making healthy changes (this will be added to in the following steps).	
Consider a strategy to accommodate Aboriginal ¹⁰ perspectives and the needs of staff, volunteers, members and visitors of different cultural and linguistic backgrounds.	
Consider food safety. This is particularly important when food is prepared on site.	
Communicate with stakeholders about the changes that will be occurring (for example, by newsletter, email or noticeboards). Provide opportunities for input and feedback (for example, focus groups, surveys and meetings).	
Extra	Date completed
Engage community members in a survey or an open meeting to brainstorm ideas about what to include in a healthy menu.	
Nominate a coordinator to promote healthy changes.	

¹⁰ In this document, the term Aboriginal is used to refer to both Aboriginal and Torres Strait Islander people.

Step 2: Assessing the current situation

Before making any changes you will need to assess what is currently happening across the organisation and identify areas for improvement.

The table below includes some ideas to help you assess the current situation.

Recommended tasks	Date completed
<p>Review tender, contract and lease documents with:</p> <ul style="list-style-type: none"> • local council • food and drink suppliers (for example, retail outlets and vending machine operators) • user groups (for example, sports clubs). <p>Identify whether these documents include requirements for providing healthy foods and drinks.</p>	
<p>Review organisational health and wellbeing policies. Identify whether policies include requirements for:</p> <ul style="list-style-type: none"> • providing healthy foods and drinks • supporting and encouraging breastfeeding. 	
<p>List the situations where foods and drinks are available, and the types of foods and drink supplied in each situation. For example:</p> <ul style="list-style-type: none"> • kitchens, staff rooms – fruit box, biscuits, coffee, tea, milk, water cooler • vending machines – soft drink, water • on site retail outlets (for example, a café) – sandwiches, muffins • catering for meetings, functions and events – sandwiches, pastries • fundraising, gifts and prizes – chocolate drives. 	
<p>Use the <i>Healthy choices: food and drink classification guide</i> to categorise foods and drinks as GREEN, AMBER or RED.</p> <p>Determine whether foods and drinks are provided in line with the food and drink standards.</p>	
<p>Develop a list of locations where foods and drinks are advertised and promoted (for example, point of sale, vending machines, notice boards, promotional stands, product displays).</p> <p>Assess whether foods and drinks are advertised and promoted in accordance with the food and drink standards.</p>	
<p>Check whether water is freely available in high-traffic areas.</p>	
<p>Identify current sponsorship agreements. Determine whether agreements address marketing and promotion of unhealthy foods and drinks and related branding to children.</p>	
<p>Consider the physical infrastructure available to support provision of both healthy and unhealthy foods and drinks.</p> <p>Note the facilities available to prepare healthier choices (for example, kitchen equipment, food preparation space, refrigeration) and equipment that may be used to prepare unhealthy foods and drinks (for example, deep fryer).</p>	
Extra	Date completed
<p>Large facilities can allocate committee members to lead change in specific areas.</p>	

Step 3: Planning for change

Once you have an idea of what the current situation is and the issues that need to be addressed, you can make a plan that outlines the steps that need to be taken to make healthy changes.

Recommended tasks	Date completed
Identify priority areas for change. Think about 'easy wins' that can be implemented early on as well as changes that require more time and planning.	
Develop templates for including Healthy Choices in: <ul style="list-style-type: none"> • tenders and contracts with local council • tenders, contracts and leases with food and drink suppliers • contracts and leases with user groups • organisational health and wellbeing policies. Consider how you will approach relevant stakeholders to discuss including Healthy Choices in tenders, contracts, leases and policies.	
In situations where foods and drinks are provided or sold, determine the changes required to: <ul style="list-style-type: none"> • increase GREEN options to at least 50 per cent for retail outlets, vending machines and catering • reduce RED options to no more than 20 per cent for retail outlets and vending machines • remove RED options from catering and children's prizes, giveaways, awards and vouchers. 	
In each situation where foods and drinks are advertised, promoted or displayed, determine the changes required to increase promotion of GREEN options, reduce promotion of AMBER options and remove promotion of RED options.	
Consider strategies to ensure: <ul style="list-style-type: none"> • clean and safe tap water is available free of charge in high-traffic areas • the physical infrastructure supports provision of healthy foods and drinks and does not support provision of unhealthy foods and drinks • the environment supports women who are breastfeeding or expressing breast milk. 	
Consider how you will address current sponsorship agreements which market unhealthy foods and drinks and related branding to children.	
Identify potential fundraising and sponsorship opportunities which promote healthy food and drink choices or options which are not related to foods and drinks.	
Identify supporters of change and barriers to change and ways to overcome these barriers.	
Consider the timing of planned changes and document this in the action plan.	
Identify how you will provide information to staff as well as opportunities for staff input.	
Extra	Date completed
Develop a list of preferred food and drink suppliers and local caterers who are able to provide healthier choices.	

Step 4: Putting the plan into action

Once you have a plan for making healthy changes, it's time to put the plan into action, starting with the priority areas identified.

Changes don't need to happen all at once. A staged approach is useful for making positive changes over time and to ensure new initiatives are well accepted and maintained.

Recommended tasks	Date completed
<p>Refer to the action plan developed in steps 1–3.</p> <p>Starting with priority areas, carry out the tasks, actions and strategies identified to:</p> <ul style="list-style-type: none"> • incorporate Healthy Choices in tenders, contracts, leases and organisational policies • increase GREEN options to at least 50 per cent for retail outlets, vending machines and catering • reduce RED options to no more than 20 per cent for retail outlets and vending machines • remove RED options from catering and children's prizes, giveaways, awards and vouchers • increase promotion of GREEN options, reduce promotion of AMBER options and remove promotion of RED options • ensure clean and safe tap water is available • ensure the physical environment supports healthy eating • ensure breastfeeding is supported and encouraged • engage in healthy fundraising and sponsorship activities. 	
<p>Ensure new contracts with food and drink suppliers incorporate the food and drink standards.</p> <p>Existing contractors should be encouraged to implement healthy changes prior to expiry of contracts.</p>	
<p>Implement healthy changes in keeping with the timeframes outlined in the action plan.</p>	
<p>Note actions, issues and solutions in the action plan.</p> <p>Include operational issues that may need to be addressed to support phasing in healthier foods and drinks and phasing out unhealthy options.</p>	
<p>Communicate all changes to staff and provide opportunities for staff feedback (for example, via email, newsletters, meetings and posters in staff rooms/kitchens).</p>	
<p>Communicate changes to food and drink suppliers.</p>	
<p>Provide copies of the <i>Healthy choices: food and drink classification guide</i> and the <i>Healthy choices: policy guidelines for sport and recreation centres</i> to external organisations which hold contractual or lease agreements with the centre.</p>	
<p>Identify resources and activities to inform and motivate staff about the healthy changes taking place (for example, posters, healthy eating brochures and leaflets, team competitions, recipe sharing).</p>	
Extra	Date completed
<p>Organise a morning tea or lunch to promote the healthy changes being implemented.</p>	

Step 5: Monitoring and maintaining momentum

Once healthy changes have been implemented it is important to monitor your progress by undertaking regular reviews. Continue to reflect on your progress, communicate with stakeholders and seek and incorporate feedback as required.

This will help you maintain motivation, and will also help you determine further actions and initiatives that may be required.

Recommended tasks	Date completed
Continue to monitor progress, identifying improvements or additional changes that may be required as you go.	
Regularly review your action plan while implementing changes, then continue to review the plan every 12 months to ensure relevance.	
Continue to provide regular updates to stakeholders on healthy changes that have been made or are planned for the future.	
Seek ongoing feedback from staff, food-service providers and community visitors (for example, conduct surveys to determine satisfaction with new menus).	
Highlight successful changes in newsletters, via social media or at team meetings.	
Continue to provide stakeholders with information and educational resources.	
Provide ongoing opportunities for staff to increase their knowledge and skills in healthy eating and food preparation.	
Encourage staff and volunteers to actively participate in promoting healthier choices.	
Celebrate success! You may like to put on a healthy lunch for staff and visitors to enjoy.	
Extra	Date completed
Offer rewards or incentives for active participation in implementing and supporting healthy changes (for example, workplace recognition, water bottles, books or gift vouchers).	
Acknowledge food suppliers who have made an extra effort to provide healthier options.	
Invite new members to join the implementation committee. New members may bring creative ideas, different skills sets and enthusiasm and may identify new issues that have not previously been noted.	

Use the following resources to help you implement and promote healthy changes in your centre:

- *Healthy food charter* – <www.health.vic.gov.au/nutrition>
- *Better Health Channel* – <www.betterhealth.vic.gov.au>
- *Healthy Eating Advisory Service* – <www.heas.health.vic.gov.au>
- *Eat for Health* – <www.eatforhealth.vic.gov.au>
- *Food safety* – <www.health.vic.gov.au/foodsafety>



5

Healthy eating policy template



For a Word version of this template that you can adapt to suit your organisation, visit: <www.heas.health.vic.gov.au/healthy-choices/organisational-policy-and-supplier-contracts/organisational-policy-template>. This policy is adapted from WorkSafe Victoria's WorkHealth *Healthy eating policy* (2010).

Healthy eating policy for [insert organisation's name]

Purpose

[insert organisation's name] recognises the importance of healthy eating in promoting people's health and wellbeing. [insert organisation's name] is committed to creating a health promoting environment which supports our staff, volunteers and community visitors to make healthy food and drink choices.

Aim

This policy aims to support healthy eating by implementing the Victorian Government's *Healthy choices: policy guidelines for sport and recreation centres* across the organisation.

Objectives

The objective of this policy is to support staff, volunteers, members and visitors to make healthy food and drink choices by:

- creating an environment which supports healthy food and drink choices
- increasing availability and promotion of healthier foods and drinks
- decreasing availability and promotion of unhealthy foods and drinks
- increasing knowledge and skills of staff, volunteers and community members regarding healthy eating.

Links with other initiatives

By implementing Healthy Choices, [insert organisation's name] is working towards meeting the healthy eating benchmarks of the Healthy Together Achievement Program.

Where does the policy apply?

This policy applies in all areas where foods and/or drinks are sold or provided to staff, volunteers and community visitors. This includes:

- food and drink retail outlets such as cafeterias, cafes, coffee shops, canteens, kiosks (including mobile food kiosks) and coffee carts
- food and drink vending machines
- catering provided by an organisation for meetings, functions and events (such as community events, launches, celebrations and ceremonies)
- catering provided in a facility by external user groups
- fundraising activities
- rewards, incentives, gifts, prizes and give-aways
- advertising, promotion and sponsorship.

The guidelines do not apply to foods and drinks brought from home by staff (e.g. for birthdays, morning teas or personal fundraising). However, staff are encouraged to consider providing healthy options at all times and to avoid promoting unhealthy fundraising activities (e.g. chocolate or confectionery drive) in public places, such as kitchens.

Procedures

Table 1 outlines the requirements that **[insert organisation's name]** will undertake to implement Healthy Choices.

Table 1: Requirements for supporting healthy food and drink choices at [insert organisation's name]:

Area (include as required)	Requirements
Food and drink provision (retail outlets and vending machines)	<ul style="list-style-type: none"> At least 50 per cent GREEN choices No more than 20 per cent RED choices
Advertising and promotion of foods and drinks	<ul style="list-style-type: none"> GREEN choices are promoted at all occasions AMBER are not promoted at the expense of GREEN choices RED choices are not promoted
Catering (meetings, functions, events)	<ul style="list-style-type: none"> Majority GREEN choices No RED choices
Water	<ul style="list-style-type: none"> Water is always available free of charge
Fundraising, prizes, giveaways	<ul style="list-style-type: none"> Fundraising activities are consistent with the <i>Healthy choices: policy guidelines for sport and recreation centres</i> No RED choices are supplied for children's awards, prizes and giveaways
Sponsorship	Sponsorship activities are consistent with the <i>Healthy choices: policy guidelines for sport and recreation centres</i>
Infrastructure to support healthy eating	Physical environment supports provision of healthy choices and does not support provision of unhealthy choices
Supporting breastfeeding	Strategies are in place to support and encourage breastfeeding
Contracts, leases and tenders	Healthy Choices is incorporated into tenders, contracts and leases that relate to supply of foods and drinks
Information and education	Information and educational opportunities are provided to staff, volunteers, community members and other key stakeholders
Communication and community engagement	Involvement with the Healthy Together Achievement Program and engagement with other community healthy eating initiatives is encouraged

Responsibilities

[insert relevant committee or position such as human resources (HR) manager or occupational health and safety (OHS) committee] is responsible for implementing [insert organisation's name]'s *Healthy eating policy*.

Management personnel, staff, volunteers and contractors (for example, food and drink service providers) at [insert organisation's name] have a shared responsibility to support the policy, as outlined in Table 2.

Table 2: Responsibilities

Management personnel are responsible for:	Staff, volunteers and contractors are responsible for:	
<ul style="list-style-type: none"> • Ensuring staff, volunteers and contractors are aware of this policy • Creating an organisational culture that supports healthy eating • Supporting implementation of Healthy Choices • Overseeing implementation and review of the <i>Healthy eating policy</i> • Seeking feedback from staff, volunteers and other stakeholders • Providing opportunities for staff and volunteers to develop healthy eating knowledge and skills 	<ul style="list-style-type: none"> • Understanding the <i>Healthy eating policy</i> • Observing the policy procedures • Maintaining an organisational culture that supports healthy eating 	
	<th>Staff, volunteers and contractors involved in food and drink provision are responsible for:</th>	Staff, volunteers and contractors involved in food and drink provision are responsible for:
	<ul style="list-style-type: none"> • Understanding the <i>Healthy choices: food and drink classification guide</i> and <i>Healthy choices: policy guidelines for sport and recreation centres</i> • Providing food and drink suppliers with a copy of the <i>Healthy choices: food and drink classification guide</i> and the <i>Healthy choices: policy guidelines for sport and recreation centres</i> • Ensuring the food and drink service complies with Healthy Choices 	

Guiding principles

This policy has been developed in line with the following government guidelines:

- *Australian dietary guidelines* and *Australian guide to healthy eating*
- *Healthy choices: food and drink classification guide*
- *Healthy choices: policy guidelines for sport and recreation centres*
- *Healthy food charter*

Related policies

- Organisational health and wellbeing policy
- Food safety policy

Communication

Staff will have opportunities to provide input at all stages of policy development and review.

The policy will be easily accessible to staff and volunteers and will be made available in shared spaces (for example, staffrooms, kitchens) and via newsletters and email communication.

Key stakeholders will be notified of any changes to the policy.

Review and monitoring

This policy will be reviewed six months from implementation and every 12 months thereafter.

[insert relevant committee or position such as HR manager or OHS committee] is responsible for leading the policy review.

The policy review process includes the following stages:

- assessing implementation to date and determining if objectives have been met
- identifying changes required to meet the policy objectives
- providing opportunities for key stakeholders to offer feedback
- seeking management support and endorsement for the updated policy
- distributing the updated policy to key stakeholders.

This <i>Healthy eating policy</i> has been reviewed in accordance with the above process	Name:
	Signature:
	Position:
	Date:
Date of next review:	

Policy endorsement statement

[insert organisation's name] supports the implementation of the Victorian Government's *Healthy choices: policy guidelines for sport and recreation centres* as an investment in the wellbeing of our staff, volunteers and community visitors.

This <i>Healthy eating policy</i> has been endorsed by:	Name:
	Signature:
	Position:
	Date:



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Food service and/or agreement template



A Word version of this template that you can adapt to suit your organisation, is available from the Healthy Eating Advisory Service website at: <www.heas.health.vic.gov.au/healthy-choices/organisational-policy-and-suppliercontracts/food-service-agreement-template>

Food service and/or agreement for tenders, contracts and leases at [insert organisation's name]

[insert organisation's name] recognises the importance of healthy eating in promoting health and wellbeing and is committed to supporting employees, contractors, volunteers, clients and visitors to make healthy food and drink choices.

[insert organisation's name] is implementing the Victorian Government's Healthy Choices guidelines*, which classify foods and drinks as **GREEN (best choices)**, **AMBER (choose carefully)** or **RED (limit)** according to their nutritional value.

As part of this contract, [insert organisation's name] requires [insert name of retail food service/vending/catering provider] to meet the following standards:

[Please include the following points as required]

Retail outlets and vending machines:

- At least 50 per cent of foods and drinks available are **GREEN**.
- No more than 20 per cent of foods and drinks available are **RED**.
- **RED** foods and drinks are not advertised or promoted, or displayed in prominent areas'

Catering:

- The majority of foods and drinks provided are **GREEN**.
- No **RED** foods and drinks are provided (that is, only **GREEN** and **AMBER** choices are offered).

Food service agreement:

I, (name), of (retail food service/vending/catering provider), agree to provide foods and drinks in line with the Healthy Choices guidelines throughout the duration of this contract.

Signed: **Date:**

(provider signature)

Signed: **Date:**

(customer signature)

*Related documents: *Healthy choices: food and drink classification guide*

And relevant policy guidelines: *Healthy choices: policy guidelines for hospitals and health services, Healthy choices: policy guidelines for sport and recreation centres, Healthy choices policy and catering guidelines for workplaces, Healthy choices: policy guidelines for Parks*

For more information about the Healthy Choices guidelines visit <www.health.vic.gov.au/nutrition>.

Useful resources and website

Healthy choices: food and drink classification guide

- Food and drink classification
- Common foods and drinks classification guide
- Available from <www.health.vic.gov.au/nutrition>

Healthy food charter

- A guide to promoting healthy food and making healthy food choices easier
- Available from <www.health.vic.gov.au/nutrition>

Healthy Eating Advisory Service

- Fact sheets and recipes
- Available from <www.heas.health.vic.gov.au> or free call 1300 22 52 88

Healthy Together Achievement Program

- An initiative which encourages a whole-service approach to health promotion
- Visit <www.achievementprogram.health.vic.gov.au>

Australian guide to healthy eating

- Posters, brochures and promotional material
- Available from <www.eatforhealth.gov.au>

Better Health Channel

- Fact sheets and recipes
- Available from <www.betterhealth.vic.gov.au>

'Healthy fundraising' (Cancer Council)

- Ideas to promote health while still making a profit
- Available from <www.cancercouncil.com.au/wp-content/uploads/2010/11/09271_CAN3042_HealthyFundraising_FINAL.pdf-low-res-for-web.pdf>

Attachment 3

Company Profiles

- Aligned Leisure Pty Ltd

Aligned Leisure Pty Ltd is a 100% owned subsidiary company of the Richmond Football Club, established as a vehicle to manage the operations of Richmond's health, fitness and leisure business activities.

Aligned Leisure Pty Ltd attests to deliver best value to partners by aligning programs and services with important local Municipal Health & Wellbeing Plan's that highlight unique key community priorities.

Aligned Leisure Pty Ltd is a newer operator in the market, with 3 years trading history since its establishment in 2015. Aligned Leisure Pty Ltd has recently won contracts in areas of Victoria which assist in the strategic membership growth of the Richmond Football Club. Recently awarded contracts include contracts with Nillumbik Shire Council, Cardinia Shire Council and Albury and Wodonga City Councils.

- Belgravia Health and Leisure Group Pty Ltd

Belgravia Health and Leisure Group Pty Ltd outline that their business goal is to ensure the facilities under management deliver tangible outcomes to the owner and their community, particularly sustainable financial outcomes.

Belgravia Health and Leisure Group Pty Ltd have 19 years of trading under their current name and 40 years of trading history in aquatics and recreation.

Belgravia Health and Leisure Group Pty Ltd have demonstrated experience in the management and operation of aquatic and leisure facilities. The company's current portfolio includes the management and operation of aquatic and recreation facilities of a similar size and complexity to that of KLV. The company has in recent years focused on quality control, and in doing so as acquired new contracts, thus increasing its market share.

- Bluefit Pty Ltd

Bluefit is a leisure facility management company established with the purchase of the Lane Cove Aquatic and Leisure Centre in New South Wales in July 2007. The company has 11 years trading experience and currently delivers on the management and operation of aquatic and recreation facilities in New South Wales (13 locations), Queensland (5 locations) and Victoria (1 location). Bluefit have expressed their intent to extend their reach in the Victorian market. The company history of the similar facilities to that of KLV includes facilities in New South Wales.

- Clublinks Management Pty Ltd

Clublinks is a golf, leisure and residential service provider. Through the provision of specialist services and industry expertise, the company prides itself on helping clients to grow and thrive.

Founded in 2002, Clublinks has 16 years of trading history, which includes the current management of the Deakin University Health and Stadium Facilities and golf courses in New South Wales and previously in Victoria.

- Victorian YMCA Community Programming Pty Ltd

The Victorian YMCA Community Programming Pty Ltd has been partnering with Australian Local Governments in recreation and aquatic facility management for more than 60 years.

A community not for profit organisation, the Victorian YMCA Community Programming Pty Ltd demonstrated experience in aquatic and recreation management. The organisation's current portfolio includes the management and operation of aquatic and recreation facilities of a similar size and complexity to that of KLV throughout Victoria and for multiple contract terms.

