

FUNDING AND SERVICE PROVISION AGREEMENT

between

ABERDEEN CITY COUNCIL

and

SPORT ABERDEEN

2010

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FUNDING AND SERVICE PROVISION AGREEMENT

between

ABERDEEN CITY COUNCIL, a Local Authority constituted in terms of the Local Government (Scotland) Act 1973 and the Local Government etc. (Scotland) Act 1994 and having a principal office at St Nicholas House and Town House, Aberdeen (hereinafter referred to as "**the Council**" and which term "the Council" shall also be deemed to include the statutory successors of the Council);

and

SPORT ABERDEEN, a company limited by guarantee and incorporated under the Companies Acts, Registration Number 350981 and having its registered office at 34 Albyn Place, Aberdeen AB10 1FW (hereinafter referred to as "**the Company**").

WHEREAS

- (A) By a Transfer Agreement between the parties executed of even date herewith the Facilities (as hereinafter defined) and various assets were agreed to be transferred from the Council to the Company subject to and with the benefit of certain licences and transfer documents respectively.
- (B) The Company has agreed to provide the Services (as hereinafter defined) in return for the payment by the Council to the Company of the Service Payments (as hereinafter defined) upon the terms and conditions hereinafter appearing.
- (C) The Company is a modified body in terms of the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) (Amendment) Order 2004.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

- 1.1 In this Agreement the following words and expressions shall have the following meanings (unless the context otherwise requires):
 - 1.1.1 "**Actuary** " has the meaning given to it in the Pensions Regulations;
 - 1.1.2 "**Administering Authority**" has the meaning given to it in the Pensions Regulations;
 - 1.1.3 "**Admission Agreement**" means the Admission Agreement in respect of the admission of employees of the Company to the Fund';
 - 1.1.4 "**Admission Body**" has the meaning given to it in the Pensions Regulations;
 - 1.1.5 "**Approved Change Request**" means a Change Request which has been approved by the Council in accordance with the procedure set out in Part 4;
 - 1.1.6 "**Articles**" means the Company's Articles of Association from time to time in force;

- 1.1.7 **"Assignment"** means an assignment in the form agreed by or on behalf of the Council and the Company of the Grounds Maintenance Contract;
- 1.1.8 **"Assigned Employees"** means the employees of the Group or a Permitted Sub-Contractor who are assigned to the provision of the Services from time to time;
- 1.1.9 **"Authorised Officer"** means such person or person(s) as is nominated generally or in respect of any particular matter, from time to time by the Chief Executive or the Council's Director of Education, Culture and Sport on behalf of the Council and notified in writing to the Company with the first such Authorised Officer being Patricia Cassidy, Head of Communities, Culture and Sport;
- 1.1.10 **"Balance"** means a positive cash balance of an amount equal to 50% or more of the Relevant Payments;
- 1.1.11 **"Benefits Regulations"** means The Local Government Pension Scheme (Benefits Membership and Contributions) (Scotland) Regulations 2008;
- 1.1.12 **"Best Value"** means the duty on the Council to make arrangements which secure best value within the meaning set out in Sections 1 and 2 of the Local Government in Scotland Act 2003;
- 1.1.13 **"Business Plan"** means the Corporate Plan approved by the Council in accordance with Clause **Error! Reference source not found.**;
- 1.1.14 **"Business Plan Period"** means initially the period from the Transfer Date to 31 March 2011 and the two years thereafter then successive periods of three years on a rolling basis in accordance with Clause 4.1, each yearly plan running from each successive anniversary of 1 April during the continuance of this Agreement;
- 1.1.15 **"Cessation Date"** means the date on which any Group Company or any Permitted Sub-contractor ceases to be an Admission Body other than on the Expiry Date;
- 1.1.16 **"Change"** means (without prejudice to Clause 18.7) a change to the terms of this Agreement, the Licence, the Transfer Agreement or the relevant Business Plan or a change or variation to the Facilities or to the Services (including the Services Specification) or a cessation of any part of the Services or a request for a new or additional service;
- 1.1.17 **"Change Control"** means the procedure set out in Clause 13 and Part 4 which must be followed in order to effect any Change;
- 1.1.18 **"Change in Law"** means the coming into effect after the Transfer Date of any change in or introduction of or change in the implementation of any Law which affects the provision of the Services;

- 1.1.19 **"Change Request"** means the notice as referred to in Part 4 by which the process to initiate the Change Control procedure begins;
- 1.1.20 **"Change Request Quotation"** means the notice as referred to in paragraph 3 of Part 4 to be provided by the Company in response to or together with (as the case may be) a Change Request;
- 1.1.21 **"Company Employment Date"** means the date on which Other Transferring Employees become employees of the Group;
- 1.1.22 **"Company Scheme"** means the pension scheme or schemes nominated by the Company under clause 8.8.1 of this Agreement;
- 1.1.23 **"COSLA"** means the Convention of Scottish Local Authorities;
- 1.1.24 **"Direction Notice"** means a notice given by the Council pursuant to Clause 12.1 giving details of the failure to comply and requiring the relevant Group Company to remedy the failure within a reasonable period of time fixed by the Council, having regard to the consequences and nature of the failure and the remedial action required;
- 1.1.25 **"Eligible Transferring Employees"** means:
- 1.1.25.1 those Transferring Employees who, immediately before a Relevant Transfer Date, were members of the Fund or were either;
- (a) entitled to become members of the Fund but for the Relevant Transfer Date; or
- (b) would have been entitled to become members of the Fund but for the Relevant Transfer and in the case of those employees who are offered and accept membership of the Fund (or the Company Scheme as the case may be) within 3 months of the Relevant Transfer Date; and
- 1.1.25.2 those Other Transferring Employees who, immediately before the Company Employment Date, were members of the Fund or were either;
- (a) entitled to become members of the Fund but for the Relevant Transfer date; or
- (b) would have been entitled to become members of the Fund but for the Relevant Transfer and in the case of those employees who are offered and accept membership of the Fund (or the Company Scheme as the case may be) by the Company, any Subsidiary or any Permitted Sub-Contractor (who shall be obliged to procure that such an offer of membership is made) within 3 months of the Relevant Transfer Date.

- 1.1.26 **"Eligible Transferring Company Scheme Members"** means those Eligible Transferring Employees who are offered and accept membership of the Company Scheme;
- 1.1.27 **"Eligible Transferring Fund Member"** means those Eligible Transferring Employees who are offered and accept membership of the Fund or whose membership of the Fund continues after a Relevant Transfer Date;
- 1.1.28 **"Emergency"** means any event affecting the Facilities, whether directly or indirectly, which causes or has the potential to cause an immediate and imminent threat to the long term integrity of any part of the Facilities or to land adjacent to, or likely to be affected by events on any part of the Facilities;
- 1.1.29 **"Employment Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 1.1.30 **"EIR"** means the Environmental Information (Scotland) Regulations 2004;
- 1.1.31 **"Excess"** means an amount being the difference between (1) 50% of the Relevant Payment and (2) the Balance;
- 1.1.32 **"Expiry Date"** means the date on which the Group ceases to supply the Services;
- 1.1.33 **"Facilities"** means at the Transfer Date the heritable assets, particulars of which are described in the Transfer Agreement; The list of Facilities may be amended from time to time in accordance with the provisions of Part 4 of the Schedule and reference in this Agreement to the "Facilities" shall be construed accordingly;
- 1.1.34 **"Fund"** means the Aberdeen City Council Pension Fund;
- 1.1.35 **"Good Industry Practice"** means that standard of skill, care, knowledge and foresight which could reasonably be expected from an experienced person which is in the business of providing services which are the same as or similar to the Services;
- 1.1.36 **"Grounds Maintenance Contract"** means the Minute of Agreement between the Council and ISS Waterers Landscape (a division of ISS Facility Services Limited) for the provision of grounds maintenance services and dated 4 and 11 February 2010;
- 1.1.37 **"Group"** means the Company and any Subsidiaries and **"Group Company"** shall be interpreted accordingly;
- 1.1.38 **"Guaranteed Obligations"** has the meaning given to it in the Admission Agreement;
- 1.1.39 **"HMRC"** means HM Revenue and Customs;

- 1.1.40 **"Law"** means any applicable law, enactment, statute, proclamation, bye-law, directive, decision, court decree, regulation, rule, order, notice, rule of court or delegated or subordinate legislation, whether now or hereafter in effect;
- 1.1.41 **"Licence"** means the licences of each of the Facilities in the form contained in Part 3 of the Transfer Agreement and, save where otherwise expressly provided, any document which is supplemental to any of the licences;
- 1.1.42 **"Necessary Change"** means any Change required in respect of the Facilities or the provision of the Services either (i) by reason of a Change in Law or (ii) in relation to a request by the Council pursuant to the provisions set out in Clause 13;
- 1.1.43 **"New Supplier"** means a successor to the Company who provides the Services or part thereof (or services substantially similar to the Services or such part thereof) to the Council in succession to the Company;
- 1.1.44 **"Notice"** means any notice of changes required to a draft Business Plan served by the Council as provided for in Clause 4.4.2;
- 1.1.45 **"Operating Agreements"** means the operating agreement or agreements entered into from time to time by the Company with a Subsidiary or a Permitted Sub-contractor, in terms of which the Company sub-contracts certain of its obligations in relation to the operation of the businesses of the Undertaking;
- 1.1.46 **"Other Transferring Employees"** means any person who is an employee of the Council on the Transfer Date and who is not a Transferring Employee but who on or after the Transfer Date becomes an employee of the Group immediately after their employment with the Council coming to an end whether as a result of a transfer under the Employment Regulations or otherwise;
- 1.1.47 **"Pension Regulations"** means The Local Government Pension Scheme (Administration) (Scotland) Regulations 2008 as may be amended from time to time;
- 1.1.48 **"Permitted Sub-contractor"** means any service provider to whom a Group Company assigns, transfers or sub-contracts any of its rights or obligations with the consent of the Council in accordance with Clause 10.1.
- 1.1.49 **"Personal Data"** and **"Processing"** bear the meaning given to each of those terms in the 1998 Act, and **"Process"** will be construed accordingly;
- 1.1.50 **"Project Agreements"** means any agreement relating to the Undertaking as at the date of termination of this Agreement to which any Group Company or a Permitted Sub-contractor is a party other than:
- 1.1.50.1 contracts relating to insurance;

- 1.1.50.2 agreements which have been wholly completed or discharged before termination;
and
- 1.1.50.3 any contract of employment with any employees providing the Services as at the date of termination;
- 1.1.51 **"Provided for Excess"** means the amount of any Excess which the Council agrees has been specifically taken into account in the Business Plan in respect of the 12 month period following the Relevant Year (ie to reduce the amount of the Service Payments for that next following period);
- 1.1.52 **"Purpose"** means the purpose or purposes for which the Service Payments may be used or applied as set out in Clause 5.1;
- 1.1.53 **"Quarter"** means the period from the Transfer Date to 30 September 2010 and thereafter consecutive periods of three calendar months during the term of this Agreement and the last Quarter shall begin at the end of the immediate preceding Quarter and end on the date of expiry or termination of this Agreement;
- 1.1.54 **"Registered Pension Scheme"** means a pension scheme that is registered under Chapter 2 of Part 4 of the Finance Act 2004;
- 1.1.55 **"Relevant Accounts"** means the audited accounts of the Group in respect of any financial period of the Group;
- 1.1.56 **"Relevant Payments"** means the amount of any Service Payments actually paid by the Council to the Group in the period covered by the Relevant Accounts;
- 1.1.57 **"Relevant Transfer"** means the transfer of employment of any of the Transferring Employees to the Group or a Permitted Sub-contractor and for the purposes of Clause 8 (Pensions) means the transfer of employment of any of the Other Transferring Employees to the Group or a Permitted Sub-contractor ;
- 1.1.58 **"Relevant Transfer Date"** means any date on which any of the Eligible Transferring Employees transfer their employment to the Group or a Permitted Sub-contractor and for the purposes of Clause 8 (Pensions) means the transfer of employment of any of the Other Transferring Employees to the Group or a Permitted Sub-contractor;
- 1.1.59 **"Relevant Year"** means the period covered by the Relevant Accounts;
- 1.1.60 **"Re-transfer Date"** means any date on which the contracts of employment of the Re-transferring Employees transfer from the Group or a Permitted Sub-contractor pursuant to the Employment Regulations upon the cessation or partial cessation of provision of the Services by the Group or a Permitted Sub-contractor;

- 1.1.61 **"Re-transferring Employees"** means those employees of the Group or a Permitted Sub-contractor who are wholly or mainly assigned to the provision of the Services immediately prior to the relevant Re-transfer Date;
- 1.1.62 **"Re-transferring Employee Liabilities"** means any costs, claims, liabilities and expenses (including legal expenses) relating to or arising out of the employment of the Re-transferring Employees including, without prejudice to the foregoing generality, negligence claims, unfair dismissal, redundancy, unlawful discrimination, breach of contract, claims in relation to pension entitlement, unlawful deduction of wages and equal pay (including any claims in respect of Equal Pay and Modernisation);
- 1.1.63 **"Schedule"** means the schedule annexed to this Agreement in 11 Parts and a reference to a "Part" is to a Part of the Schedule;
- 1.1.64 **"Scheme Employer"** has the meaning given to it in the Pension Regulations;
- 1.1.65 **"Section 60 Code"** means the "Scottish Ministers' Code of Practice on the Discharge of Functions by Public Authorities under the Freedom of Information (Scotland) Act 2002", being the code of practice issued by the Scottish Ministers under section 60 of the 2002 Act, as such code may be amended or replaced from time to time;
- 1.1.66 **"Services"** means all of the services to be provided from time to time at the Facilities pursuant to this Agreement, and as described in the Services Specification;
- 1.1.67 **"Service Payments"** means the payments to be made by the Council to the Company for the provision of the Services in terms of this Agreement;
- 1.1.68 **"Services Specification"** means the specification and description of the Services set out in Part 2 as amended from time to time in accordance with terms of this Agreement;
- 1.1.69 **"Subsidiary"** means each, if any, subsidiary (as defined in section 1159 of the Companies Act 2006) of the Company and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Companies Act 2006, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee and **"Subsidiaries"** shall be interpreted accordingly;
- 1.1.70 **"Support Services"** means any support services to be provided by the Council to the Company (in relation to matters as referred to in Part 3);
- 1.1.71 **"Support Services Agreements"** means Support Services Agreements for the provision of the Support Services, such agreements being in the form agreed between the Council and the Company;

- 1.1.72 **"Support Services Payments"** means any payments to be made by the Company to the Council for the provision of the Support Services;
- 1.1.73 **"1998 Act"** means the Data Protection Act 1998;
- 1.1.74 **"Transfer Agreement"** means the Transfer Agreement between the parties to this Agreement executed of even date herewith;
- 1.1.75 **"Transfer Assistance Period"** means the period commencing on the date that the relevant Group Company or Permitted Sub-Contractor receives notice in writing from the Council that it is to cease providing the Services in whole or in part and ending on the relevant Re-transfer Date;
- 1.1.76 **"Transfer Date"** means the date on which the Company or a Permitted Sub-Contractor begins providing the Services to the Council;
- 1.1.77 **"Transfer Documents"** means the Transfer Agreement, all documents referred to therein or entered into pursuant thereto and the Assignment;
- 1.1.78 **"Transferring Employees"** means the employees whose names are listed at Part 5;
- 1.1.79 **"Transferring Employee Liabilities"** means any costs, claims, liabilities and expenses (including legal expenses) relating to or arising out of the employment of the Transferring Employees including, without prejudice to the foregoing generality, negligence claims, unfair dismissal, redundancy, unlawful discrimination, breach of contract, claims in relation to pension entitlement, unlawful deduction of wages and equal pay (including any claims arising in respect of Equal Pay and Modernisation);
- 1.1.80 **"VAT"** means any applicable value added tax chargeable at the prevailing rate for the time being;
- 1.1.81 **"Working Days"** means Monday to Friday excluding bank holidays in the United Kingdom and public holidays in Aberdeen;
- 1.1.82 **"1998 Act"** means the Data Protection Act 1998; and
- 1.1.83 **"2002 Act"** means the Freedom of Information (Scotland) Act 2002.
- 1.2 Capitalised terms not otherwise defined herein shall bear the meanings ascribed to them in the Transfer Agreement.
- 1.3 In this Agreement:
 - 1.3.1 the singular shall include the plural and vice versa and reference to one gender shall include any other gender;

- 1.3.2 reference to a Clause or a Sub-Clause is to the relevant clause or sub-clause of this Agreement and a reference to a Part is to a Part of the Schedule unless otherwise stated;
 - 1.3.3 any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to:
 - 1.3.3.1 such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
 - 1.3.3.2 any former legislation which it re-enacts, consolidates or enacts in rewritten form;
 - 1.3.4 any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Scottish legal term;
 - 1.3.5 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words which precede those terms;
 - 1.3.6 any reference to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; and
 - 1.3.7 any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.4 In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against any party on the grounds that such party or its counsel drafted that provision.
- 1.5 In the event of any conflict or inconsistency between the Services Specification and the other provisions of the Project Agreements (as defined in the Transfer Agreement), the Company shall forthwith notify the Council of such conflict or inconsistency and pending any agreement otherwise between the parties, the other provisions of the Project Agreements (rather than the Services Specification) shall prevail.

2 Conditions Precedent

- 2.1 The terms of this Agreement are wholly conditional upon the execution by the Company of the Transfer Documents on or prior to the Transfer Date.

3 Services and Support Services

- 3.1 In consideration for the due and punctual performance by the Company of the Services, the Council shall pay the Services Payments to the Company.

- 3.2 The Services shall be provided by the Company:

3.2.1 in accordance with the Services Specification and the relevant approved Business Plan current from time to time;

3.2.2 in a manner which is consistent with the Council's obligations to make arrangements which secure Best Value and any applicable efficiency savings targets for the Council agreed with, or imposed by, the Scottish Government (whether directly or indirectly through COSLA) from time to time;

3.2.3 with reasonable skill and care and in accordance with Good Industry Practice; and

3.2.4 in accordance with all Law from time to time in force.

- 3.3 The Council shall provide to the Company the Support Services for such period as the Company requires (such period not to exceed 18 months after the Transfer Date or such other period as the Council and the Company may agree) in accordance with the provisions of the Support Services Agreements.

4 Business Plan

- 4.1 The Company shall produce a Business Plan for each Business Plan Period (to be revised annually on a rolling twelve monthly basis) covering all aspects of the provision of the Services and the fulfilment of its obligations under this Agreement and the Transfer Documents. Each Business Plan will include:-

4.1.1 a specified amount to be paid by the Council to the Company by way of Service Payments for the first twelve months of the Business Plan Period, which amount once agreed or determined in accordance with this clause will be fixed, subject only to the application of Change Control and any other express provisions of this Agreement (to the extent applicable); and

4.1.2 indicative, non-binding budgets for the remainder of the Business Plan Period to which that Business Plan relates.

- 4.2 The Business Plan for the first Business Plan Period following the Transfer Date (and which has been approved by the Council) is contained in Part 1.
- 4.3 On or before 31 October in each year during the period of this Agreement, the Company will submit to the Council a draft Business Plan for the next Business Plan Period. Each Business Plan shall be consistent with:
- 4.3.1 the Services Specification;
 - 4.3.2 subject to the Council having previously notified the Company in writing of the same, the Council's policies from time to time regarding the provision of sporting and leisure services insofar as they are relevant;
 - 4.3.3 the Council's obligations to make arrangements which secure Best Value and so far as notified by the Council to the Company any applicable efficiency savings targets for the Council agreed with, or imposed by, the Scottish Government (whether directly or indirectly through COSLA) from time to time;
 - 4.3.4 the requirements of all necessary consents and approvals which apply to the transfer of the Undertaking to the Company pursuant to the terms of the Transfer Agreement; and
 - 4.3.5 subject to the Council having previously notified the Company in writing of the same, the Council's actual and anticipated capital and revenue budgets for the relevant Business Plan Period.
- 4.4 After the submission of each draft Business Plan in terms of Clause 4.3, the Council will enter into discussions with the Company which will result in either:
- 4.4.1 the Council approving the draft Business Plan; or
 - 4.4.2 the Council notifying the Company of the changes that it requires (acting in accordance with Clause 4.11) to be made to the draft Business Plan before it will approve it. Where the Council gives such a notification, the Company shall re-submit as soon as possible a revised draft Business Plan which reflects the required changes which the Council shall approve, which failing, any dispute may be referred for determination pursuant to Clause 4.12.

In the event that a draft Business Plan has not been approved by the Council or determined in accordance with the provisions of clause 4.12 by no later than the last day of February immediately prior to the commencement of the Business Plan Period to which the draft Business Plan relates, the Council shall issue to the Company a provisional Business Plan for that Business Plan Period (the "Provisional Business Plan"). The Provisional Business Plan will take effect from the commencement of the Business Plan Period to which it relates and shall

regulate the relationship between the Council and the Company for that Business Plan Period save to the extent that

- (i) the Provisional Business Plan is the subject of a Change Request issued by the Council in order to effect a Change to its terms. The Company shall not be entitled to reject to any Change Request that the Council issues in that regard. In particular, the Company recognises that the Council may wish to issue a Change Request to change the terms of the Provisional Business Plan for budget or affordability reasons; and/or
- (ii) the Company shall be entitled to refer the Provisional Business Plan to dispute resolution in terms of Clause 4.12.

In either case, however, the Parties will comply with the terms of the Provisional Business Plan until such time as it subject to a Change which is approved by the Council as an Approved Change Request or until any dispute as to its terms is determined in accordance with Clause 4.12.

- 4.5 Not used.
- 4.6 Any draft Business Plan when approved will become effective at the commencement of the next Business Plan Period.
- 4.7 Each Business Plan will identify the Service Payments to be made by the Council to the Company over the period of twelve months commencing on the date the Business Plan becomes effective (and, in respect of the first Business Plan, the period from the Transfer Date to 31 March 2011).
- 4.8 Subject to the proviso that the provisions of this Clause 4.8 will not apply to the Relevant Accounts relating to the financial period or periods of the Group up to and including 31 March 2011, if any Relevant Accounts demonstrate that the Group (as at the date of the Relevant Accounts) held a Balance the Council shall be entitled to reduce any further Service Payments in the current year of the Business Plan Period by:-

the Excess

less

the Provided for Excess.

- 4.9 The following are examples of the principles set out in clause 4.8 but are for the purposes of illustration only:-

Examples

- Year :1 April 2010 – 31 March 2011
- Service Payments paid for the year = £5,000,000

- Business plan for the year 1 April 2011 – 31 March 2012 – agreed that Service Payments for that year to be £5,500,000

(1) If the audited accounts for 2010 / 2011 are finalised and show that the Company had a cash balance of £2,700,000, the Council will be entitled to reduce further Service Payments by £200,000 from the payments for 2011 / 2012 of £5,500,000 bringing the balance down to £5,300,000 and the Company effectively retain an amount of cash equal to 50% of the Service Payments for the previous year being £2,500,000.

If the accounts for 2011 / 2012 then show that the Company held, at the date of those accounts, a cash balance of £2,600,000, the Company will be entitled to retain all of those funds (as it is less than half of the immediately preceding years total Service Payments (£5,300,000)).

- Business plan for the year 1 April 2012 – 31 March 2013 – it is then agreed that Service Payments for that year would have been £4,500,000 but this is reduced in the Business Plan to £1,900,000 due to the balance already held by the Company.

The accounts to 2013 then show that that the Company had a year end balance of £1,000,000 then there would be no deductions by the Council as although that balance is more than 50% of the Service Payments (£1,900,000) and normally £100,000 would have been deducted from future Service Payments, the amount of the Service Payments was already reduced to take into account cash balances and the amount deductible is zero.

4.10 Subject to timely receipt of a properly drawn invoice in respect of each instalment, the Service Payments for each quarter during a Relevant Year shall be paid by the Council to the Company in accordance with the terms of the relevant Business Plan or on such basis and at such times as the parties shall mutually agree having regard to the requirements of the Group or, in default of agreement, on such basis and at such times as the Council shall reasonably determine from time to time, having regard to the requirements of the Group.

4.11 For the purposes of Clauses 4.4.2, the Council will at all times seek to act reasonably having regard to all the circumstances, including in particular, but without limitation, the impact of any adjustments proposed by the Council to the draft Business Plan as well as the Group's actual and anticipated financial circumstances to meet its obligations under the Services Specification. In the event that the Council requires adjustments to any draft Business Plan and in the event that the Company (acting reasonably) considers that the adjustments that the Council requires are not commercially viable for the Company, then

4.11.1 the Council and the Company agree that they shall, acting reasonably, negotiate with one another with a view to resolving the dispute between them; and

- 4.11.2 pending resolution of the dispute, either through negotiation or pursuant to Clause 4.12, the Company will operate in accordance with the draft Business Plan, incorporating the changes required by the Council.
- 4.12 If the parties are unable to resolve a dispute in terms of the foregoing provisions of this Clause 4 within 20 Working Days of the date of the Notice then either party may refer the dispute to an expert (the "**Expert**") nominated jointly by the parties or, failing such nomination within fourteen days after either party's request to the other therefor, nominated at the request of either party by the President from time to time of the Institute of Chartered Accountants of Scotland.
- 4.13 If any matter or matters is or are referred to the Expert for determination in terms of Clause 4.12 then:
- 4.13.1 the Expert may, in his absolute discretion, make such procedural directions as he considers necessary (including without limitation requiring the parties to attend hearings and give evidence or provide written submissions within such period as he considers appropriate) and take any further professional or other advice in relation to such matter or matters;
 - 4.13.2 the parties shall provide access to, and copies of, such books, records and other information kept by them or on their behalf that are relevant to the matter or matters in question and as the Expert shall request access to or copies of;
 - 4.13.3 the Expert shall be requested to, if possible, deliver his decision on such matter or matters within 5 Working Days of concluding any hearings which may have been held and in any event within 20 Working Days of his appointment;
 - 4.13.4 the Expert shall be requested to deliver his decision in writing and to state reasons for such decision;
 - 4.13.5 the Expert shall be deemed not to be an arbiter but shall render his decisions as an expert and the provisions of Section 3 of the Administration of Justice (Scotland) Act 1972 shall not apply to the Expert;
 - 4.13.6 the decision of the Expert shall be final and binding on the parties (save in the case of manifest error or in relation to a matter of law); and
 - 4.13.7 the Expert's costs shall be met by the parties in such proportions as the Expert shall determine, and if the Expert makes no such determination, his costs shall be borne equally by the parties.
- 4.14 Each Business Plan will be prepared on a basis agreed between the parties (and reflected in the Business Plan) with regard to the treatment of VAT on both the Company's income and expenditure, to the effect that the Company shall:

- 4.14.1 be making supplies as an "eligible body" for VAT purposes on sporting and recreational services (as defined within the Value Added Tax Act 1994 Schedule 9 Group 10); and
- 4.14.2 be making supplies as an "eligible body" for VAT purposes in relation to the provision of tuition and coaching (with reference to the Value Added Tax Act 1994 Schedule 9 Group 6).

In the event that it is determined by HMRC (or any other body or court having appropriate jurisdiction to determine such matters) that (in the absence of the Company having taken action to alter the VAT treatment of its income) such VAT treatment is incorrect, with the result that the Company's financial position is adversely affected as a result, then, subject to the Company having complied, and continuing to comply, with its obligations under Clauses 9.1.6 and 9.1.7, the Council will adjust the level of Service Payments such that the Company is put into the same financial position (so far as possible) as it would have been in had the HMRC, body or court concerned (as appropriate) not made such determination.

- 4.15 Both parties to this Agreement will use their respective reasonable endeavours to ensure that the transactions contemplated by this Agreement will result in the minimum amount of VAT (whether as output tax or as a clawback of input tax) becoming legally payable to HMRC as a result of the transactions contemplated by this Agreement.
- 4.16 In the event that, through no fault of its own, the Company incurs more VAT on its costs than provided for in the Business Plan and the Company's financial position is materially adversely affected as a result, then, subject to the Company having complied, and continuing to comply, with its obligations under Clauses 9.1.6 and 9.1.7, the Company shall be entitled to make a Change Request with a view to ensuring that the Company is put into the same financial position (so far as possible) as it would have been in if such additional VAT had not been incurred and the Company agrees that the outcome of the Change Control process may be that the level of the Service Payments are appropriately adjusted or that the Council may (at its option) elect to require such other Changes to the provision of the Services (or their scope) such that the Company is put in such same financial position without increasing the overall cost to the Council of receiving the Services above the then agreed level of Service Payments.
- 4.17 If as a result of application of the provisions of Clause 4.8 there is a reduction in the level of the Service Payments pursuant to which the Company's partial exemption from VAT is altered (and the Company thereby suffers from the loss of irrecoverable VAT) and the Company's financial position is materially adversely affected as a result, then, subject to the Company having complied, and continuing to comply, with its obligations under Clauses 9.1.6 and 9.1.7, Company shall be entitled to make a Change Request with a view to ensuring that the Company is put into the same financial position (so far as possible) as it would have been in if such loss of irrecoverable VAT not arisen and the Company agrees that the outcome of the

Change Control process may be that the level of the Service Payments are appropriately adjusted or that the Council may (at its option) elect to require such other Changes to the provision of the Services (or their scope) such that the Company is put in such same financial position without increasing the overall cost to the Council of receiving the Services above the then agreed level of Service Payments.

5 Use of the Service Payments

5.1 The Company shall use and apply the Service Payments exclusively for the purpose of:

- 5.1.1** providing the Services in accordance with this Agreement and with the Business Plan then current;
- 5.1.2** complying with the terms of the Transfer Documents; and
- 5.1.3** such other purpose or purposes as the Authorised Officer may approve in writing.

5.2 The Council shall be entitled to monitor the operational performance of the Group, to establish if and to what extent the Group has complied in its provision of the Services with its obligations under this Agreement. Without prejudice to the generality of the foregoing provisions of this Clause 5.2, to this end the Company shall provide the Council, within one calendar month of the end of each Quarter, with a written report on its performance of the Services during that Quarter, in the form set out in Part 11 of the Schedule (a "**Performance Report**").

5.3 No later than one calendar month following the Council's receipt of a Performance Report, the parties will meet to discuss the content of the Performance Report, and to review the Group's performance of the Services during the period covered by the Performance Report. For these purposes the Council shall be entitled to require the Company to provide any such additional information and evidence as the Council reasonably requires to allow it to verify the contents of the Performance Report, or otherwise to assess the Group's performance.

5.4 The Company shall also provide the Council with such monthly or other reports which are stated in the Business Plan will be provided to the Council.

5.5 Consistent with the Council's obligations to make arrangements which secure Best Value and otherwise meet the requirements of Clause 4.3.3, the Company shall

- 5.5.1** comply with all reasonable requirements of the Council in respect of achieving and maintaining Best Value and otherwise meeting such requirements; and
- 5.5.2** provide the Council upon request with such information as the Council acting reasonably requires in order to demonstrate that the Group is meeting such requirements.

6 Transfer of Employees

- 6.1 The Council and the Company agree that the Employment Regulations will apply so that the contracts of employment between the Council and the Transferring Employees (other than in relation to benefits for old age, invalidity or survivors provided under an occupational pension scheme (subject to Clause 8 (Pensions) which expressly deals with pension related benefits)) and any collective agreement between the Council and any trade union recognised by the Council in respect of any Transferring Employee shall have effect on and after the Transfer Date as if originally made between a Group Company or a Permitted Sub-Contractor and the Transferring Employees (subject to any right of the Transferring Employees to object to the transfer) or between the relevant Group Company or a Permitted Sub-Contractor and the relevant trade union (as the case may be).
- 6.2 All liabilities, costs, expenses and outgoings in relation to each Transferring Employee (including, salaries, accrued holiday pay wages, bonus, and allowances (even if not due and payable at that time), National Insurance Contributions, pension contributions, PAYE remittances and payments in respect of any other emoluments, and enhanced maternity pay or adoption pay) (together referred to in this Clause as "Charges") shall be apportioned on a time basis so that the part of the Charges accruing in the period up to close of business on the day before the Transfer Date shall be borne and discharged by the Council and the part of the Charges accruing in the period commencing on the Transfer Date shall be borne and discharged by the relevant Group Company.
- 6.3 The Council will indemnify the Company on demand from and against any Transferring Employee Liabilities suffered or incurred by the Company in relation to any Transferring Employee which relate to or arise out of any act or omission by the Council or any other event or occurrence in each case before the Transfer Date for which the Company is or becomes liable by reason of the operation of the Employment Regulations and/or any judicial decision interpreting the same. The indemnity in this Clause 6.3 will not apply in so far as the Company undertakes to indemnify the Council in terms of Clauses 6.6, 6.7 and 6.8.
- 6.4 If the contract of employment of any individual who is not a Transferring Employee shall have effect as if originally made between a Group Company or a Permitted Sub-Contractor and the individual concerned as a result of the provisions of the Employment Regulations and/or any judicial decision interpreting the same, then the following provisions will apply:
- 6.4.1 the Company shall, within 7 days of becoming aware that the contract of employment of such individual has such effect, notify the Council in writing of the same ("Notification");
 - 6.4.2 the Council may offer employment to such individual, within 21 days of the date of the Council's receipt of a Notification ("the Notification Date");
 - 6.4.3 if such individual accepts such offer of employment, the Council shall notify the Company within 7 days of such acceptance and the Company shall, within 7 days of

such notification, terminate the contract of employment of such individual in accordance with the terms of the individual's contract of employment;

6.4.4 if the Council does not, within 28 days of the Notification Date, notify the Company that such individual has accepted an offer of employment from the Council, the Company may, not earlier than 28 days after, and not later than 35 days after, the Notification Date, terminate the contract of employment of such individual in accordance with the terms of the individual's contract of employment;

6.4.5 if the Company terminates the contract of employment of such individual in terms of Clause 6.4.3 or 6.4.4 (as applicable) and complies with the remainder of its obligations in terms of Clauses 6.4.1 to 6.4.4 inclusive, the Council will indemnify and keep indemnified the Company on demand from and against any reasonable costs, claims, liabilities and expenses (including without prejudice to the foregoing generality, in relation to negligence claims by any such individual or third party, unfair dismissal, redundancy, unlawful discrimination, breach of contract, unlawful deduction from wages and equal pay) arising out of the employment of such individual and the termination thereof;

6.4.6 if the Company does not comply with its obligations in terms of Clauses 6.4.1 to 6.4.4 inclusive, such individual will be treated by the parties as a Transferring Employee.

6.5 The Council will indemnify the Company on demand from and against any Transferring Employee Liabilities suffered or incurred by the Company as a result of any failure by the Council to comply with its obligations under Regulation 13 of the Employment Regulations, except to the extent that such failure arises as a result of any failure on the part of the Company to comply with Clause 6.8.

6.6 The Company will, subject to the Council having complied with the warranty in Clause 11.1.4, indemnify the Council on demand from and against any Transferring Employee Liabilities suffered or incurred by the Council in relation to any Transferring Employee or any representative of any Transferring Employee which relate to or arise out of any act or omission by a Group Company or a Permitted Sub-contractor or any other event or occurrence in each case on or after the Transfer Date.

6.7 The Company will indemnify the Council on demand from and against any Transferring Employee Liabilities suffered or incurred by the Council in relation to any claim by any individual whose contract of employment would have had effect on and after the Transfer Date as if originally made between a Group Company or a Permitted Sub-contractor and such individual, but for the termination of his or her contract of employment on or before the Transfer Date as a result of:

6.7.1 any measures a Group Company or a Permitted Sub-contractor may consider taking in connection with the transfer (subject to the Council having complied with the warranty in Clause 11.1.4);

- 6.7.2 an alleged fundamental breach by such Group Company or Permitted Sub-contractor of the contract of employment of such individual.
 - 6.7.3 an alleged substantial change to the working conditions to the material detriment of such individual (other than in relation to the transfer of that individual's contract of employment from the public to the private sector).
- 6.8 The Company will subject to the Council having complied with the warranty in Clause 11.1.4 indemnify the Council on demand from and against any Transferring Employee Liabilities suffered or incurred by the Council as a result of any failure by a Group Company or a Permitted Sub-contractor to comply with its obligations under Regulation 13(4) of the Employment Regulations.
- 6.9 In relation to any appeal (including any ongoing appeal) by a Transferring Employee against a decision in respect of Equal Pay and Modernisation ("EPM Appeal") :-
 - 6.9.1 the Council's Job Evaluation Appeals Panel will chair these appeals and will provide the Company with a recommendation as to whether or not a Transferring Employees' grading allocation should be reviewed;
 - 6.9.2 the Council's Job Evaluation Appeal Team, if requested to do so by the Company, will review the Transferring Employees' grading and provide a recommendation in writing to the Company as to whether or not a Transferring Employees' grading should be changed;
 - 6.9.3 the Company will then take such action as the Council has recommended in writing to implement the changes at Clause 6.9.2. The Company will give notice to the Council of when the action has been taken.
 - 6.9.4 The Company shall provide the Council with reasonable co-operation, information, assistance and copies of all correspondence and documentation relating to such an EPM Appeal.
 - 6.9.5 The Council shall provide the Company with reasonable co-operation, information, assistance and copies of all correspondence and documentation relating to such an EPM Appeal.
 - 6.9.6 The Council shall bare all reasonable costs incurred by the Council in connection with conducting such an EPM Appeal.
- 6.10 In the event that the Company makes a claim under any of the indemnities at Clauses 6.3, 6.4 and 6.5, the warranty at Clause 8.14 or the indemnity at Clause 8.15 which is admitted by the Council or otherwise determined in favour of the Company , the exclusive remedy of the Company shall be an adjustment to the Service Payments to be paid by the Council to the Company in terms of this Agreement to the amount equal to the loss or damage which the Company has suffered.

7 Re-transfer of Employees

- 7.1 The Council and the Company agree that, on the cessation or partial cessation of the provision of services by a Group Company or a Permitted Sub-Contractor (whether or not on the termination, expiry, amendment or variation of this Agreement), the contracts of employment between a Group Company or a Permitted Sub-contractor and the Re-transferring Employees (other than in relation to benefits for old age, invalidity or survivors under an occupational pension scheme (subject to Clause 8 (Pensions) which expressly deals with pension related benefits) and any collective agreement between a Group Company or a Permitted Sub-contractor and any trade union recognised by that Group Company Permitted Sub-contractor in respect of the Re-transferring Employees will, pursuant to the Employment Regulations, have effect after the Re-transfer Date as if originally made between the Council or any New Supplier and such Re-transferring Employees or between the Council or any New Supplier and the relevant trade union as the case may be.
- 7.2 If the Council considers that the Employment Regulations may apply where it is anticipated that any or all of the Services (or services similar to the Services) will begin to be carried out by the Council or by a New Supplier, following the cessation or partial cessation of the provision of the Services or any part of the Services by a Group Company or a Permitted Sub-Contractor (whether on termination, expiry, amendment or other variation of this Agreement or otherwise) then the following Clauses 7.3 to 7.5 will apply irrespective of whether or not the Employment Regulations do apply.
- 7.3 The Company will, and will take all reasonable steps (including contractually obliging the Group Company or Permitted Sub-Contractor) to ensure that a Group Company or Permitted Sub-contractor will, within twenty Working Days of receipt of a request (or a request for updated information) by the Authorised Officer (which may be made at any time during the term of this Agreement), supply in writing to the Head of Human Resources of the Council:
- 7.3.1 information as to the terms and conditions of employment of the Assigned Employees at the time of a request for the same, whether contractual or otherwise (including, without limitation, remuneration and benefits (including pension benefits) and all particulars of employment that an employer is obliged to give to an employee in terms of section 1 of the Employment Rights Act 1996);
 - 7.3.2 information relating to any collective agreements which relate to the employment of the Assigned Employees at the time of a request for such information;
 - 7.3.3 information relating to any legally enforceable obligations on a Group Company or a Permitted Sub-contractor in relation to the employment of the Assigned Employees at the time of a request for that information, to increase or otherwise vary the remuneration, benefits and other rewards to which they may be entitled;

- 7.3.4 information on any current or pending negotiations concerning terms and conditions of the employment of the Assigned Employees at the time of a request for that information (including rates of remuneration);
 - 7.3.5 the job title, role, length of service and age of the Assigned Employees at the time of a request for such information;
 - 7.3.6 details of any disciplinary procedure taken against an Assigned Employee, or grievance procedure taken by an Assigned Employee, within the two years before a request for such details;
 - 7.3.7 details of any court or tribunal case, claim or action which:
 - 7.3.7.1 is outstanding between a Group Company or a Permitted Sub-contractor and any Assigned Employee;
 - 7.3.7.2 has been brought against a Group Company or a Permitted Sub-contractor by any employee who was at the time an Assigned Employee, within the two years before a request for such information; and
 - 7.3.7.3 a Group Company or a Permitted Sub-contractor has reasonable grounds to believe that an Assigned Employee may bring, arising out of such Assigned Employee's employment with the Group Company or a Permitted Sub-contractor; and
 - 7.3.8 such other information as may reasonably be required by the Council which is in the possession of a Group Company or a Permitted Sub-contractor at the time of the request or which can reasonably be obtained by the Group Company or a Permitted Sub-Contractor from any other third party.
- 7.4 The Company consents and will take all reasonable steps (including contractually obliging the Group Company or Permitted Sub-Contractor) to ensure that the relevant consent of a Group Company or Permitted Sub-contractor is obtained in relation to the Council using the information for its own costing purposes and disclosing the information obtained under Clause 7.3 to prospective bidders for the provision of the Services or any part thereof (or services similar to the Services or any part thereof) to the Council.
- 7.5 The information provided under Clause 7.3 will be anonymised or coded by the Group Company, or a Permitted Sub-contractor in such a way so as to prevent the disclosure of "personal data" (as defined in the 1998 Act). If the disclosure of personal data is unavoidable, the Council undertakes that:
- 7.5.1 it will only use the personal data for the purposes set out in Clause 7.4;
 - 7.5.2 it will keep the personal data secure in accordance with the 1998 Act;

- 7.5.3 it will seek to obtain from prospective bidders, to whom the personal data may be disclosed, undertakings:
 - 7.5.3.1 not to disclose such personal data;
 - 7.5.3.2 that the personal data may only be used for the purposes of preparing a bid;
 - 7.5.3.3 that the personal data must be kept secure;
 - 7.5.3.4 to return or destroy the information constituting the personal data once a bid has been submitted or the Council makes a decision not to proceed with a bid by the bidder granting the undertaking.
- 7.6 The Company will not and will take all reasonable steps (including contractually obliging the Group Company or Permitted Sub-Contractor) to ensure that any Permitted Sub-contractor and a Group Company will not in the Transfer Assistance Period, without the prior written consent of the Council:
 - 7.6.1 materially vary the terms and conditions of any of the Assigned Employees (including without limitation, rates of remuneration, benefits and other rewards) other than variations made in the normal course of business of the Company (or the relevant Permitted Sub-contractor or Group Company) or except as required by law; or
 - 7.6.2 materially increase or decrease the numbers of Assigned Employees; or
 - 7.6.3 replace any of the Assigned Employees, save where the relevant Group Company or a Permitted Sub-contractor replaces any such individuals with individuals of equivalent or greater levels of skills and experience.
- 7.7 At any time during the Transfer Assistance Period, the Company will allow, and will take all reasonable steps (including contractually obliging the Group Company or Permitted Sub-Contractor) to ensure that the Group Company and a Permitted Sub-contractor will allow, the Council or any New Supplier to meet the Assigned Employees and/or their appropriate representatives at their place of work within five Working Days of receiving a request by the Council or any New Supplier.
- 7.8 Not earlier than three weeks, and not later than two weeks, before the Re-transfer Date, the Company will, and will take all reasonable steps (including contractually obliging the Group Company or Permitted Sub-Contractor) to ensure that a Group Company or Permitted Sub-contractor will, supply in writing to the Council or, on request by the Council, a New Supplier:
 - 7.8.1 the names of the individuals whom the Company expects at that time to be the Re-transferring Employees;

- 7.8.2 the information set out in Clause 7.3, in respect of the Re-transferring Employees instead of the Assigned Employees, updated as near as practicable to the Re-transfer Date.
- 7.8.3 Such information will not be anonymised or coded by the Company, the Subsidiary or a Permitted Sub-contractor unless that is required to ensure compliance with the 1998 Act.
- 7.9 On or before the Re-transfer Date, the Company will, and will take all reasonable steps (including contractually obliging the Group Company or Permitted Sub-Contractor) to ensure that a Group Company or Permitted Sub-contractor will, deliver to the Council or, on request by the Council, a New Supplier:
- 7.9.1 any updates to the information provided under Clause 7.3 to reflect any subsequent changes to the Re-transferring Employees; and
- 7.9.2 complete personnel records relating to the Re-transferring Employees to the new employer of the Re-transferring Employees.
- 7.10 The Company undertakes to ensure that the information provided under Clauses 7.3, 7.8 and 7.9 is complete and accurate in all material respects.
- 7.11 All liabilities, costs, expenses and outgoings in relation to each Re-transferring Employee (including accrued holiday pay, salaries, wages, bonus and allowances (even if not due and payable at that time), National Insurance Contributions, pension contributions, PAYE remittances and payments in respect of any other emoluments and enhanced maternity pay or adoption pay) (together referred to in this clause as "Charges") shall be apportioned on a time basis so that the part of the Charges accruing in the period up to close of business on the day before the Re-transfer Date shall be borne and discharged by a Group Company and the part of the Charges accruing in the period commencing on the Re-transfer Date shall be borne and discharged by the Council or the relevant New Supplier.
- 7.12 The Company will indemnify the Council (and/or on demand by the Council, any New Supplier) on demand from and against any Re-transferring Employee Liabilities suffered or incurred by the Council or any New Supplier in relation to any Re-transferring Employee which relate to or arise out of any act or omission by a Group Company or a Permitted Sub-contractor or any other event or occurrence in each case before the Re-transfer Date for which the Council and/or any New Supplier is or becomes liable by reason of the operation of the Employment Regulations and/or any judicial decision interpreting the same. The indemnity in this Clause 7.12 will not apply in so far as the Council undertakes to indemnify the Company in terms of Clauses 7.14, 7.15 and 7.16:
- 7.13 The Company will indemnify the Council (and/or on demand by the Council any New Supplier) on demand from and against any Re-transferring Employee Liabilities suffered or incurred by the Council or any New Supplier as a result of any failure by a Group Company or a Permitted Sub-contractor to comply with its obligations under Regulation 13 of the Employment Regulations,

except to the extent that such failure arises as a result of any failure on the part of the Council or any New Supplier to comply with its obligations under Regulation 13(4) of the Employment Regulations.

- 7.14 The Council will indemnify the Company, on demand from and against any Re-transferring Employee Liabilities suffered or incurred by the Company in relation to any Re-transferring Employee or any representative of any Re-transferring Employee which relate to or arise out of any act or omission by the Council or any other event or occurrence in each case on or after the Re-transfer Date.
- 7.15 The Council will indemnify the Company on demand from and against any Re-transferring Employee Liabilities suffered or incurred by the Company in relation to any claim by any individual whose contract of employment would have had effect on and after the Re-transfer Date as if originally made between the Council or a New Supplier and such individual, but for the termination of his or her contract of employment on or before the Re-transfer Date as a result of:
- 7.15.1 any measures the Council or such New Supplier may consider taking in connection with the transfer;
 - 7.15.2 an alleged fundamental breach by the Council or such New Supplier of the contract of employment of such individual; or
 - 7.15.3 an alleged substantial change to the working conditions to the material detriment of such individual.
- 7.16 The Council will indemnify the Company on demand from and against any Re-transferring Employee Liabilities suffered or incurred by the Company as a result of any failure by the Council to comply with its obligations under Regulations 13(4) of the Employment Regulations.
- 7.17 The Company acknowledges and agrees that the Council may grant an indemnity in favour of each and any New Supplier to the same extent that the Company is undertaking to indemnify the Council in terms of Clauses 6.6, 6.7, 6.8, 7.12 and 7.13 and agrees that in the event of a claim on any indemnity in terms of Clauses 6.6, 6.7, 6.8, 7.12 and 7.13 for loss incurred by the Council, that loss shall include the amount, if any, which the Council has paid or is required to pay to any New Supplier by virtue of any indemnity granted by the Council in its favour in accordance with the provisions of this Clause 7.17.

8 Pensions

8.1 Recruitment of new employees

The Company shall procure that in the event that the Company, a Subsidiary or any Permitted Sub-Contractor wishes to provide access to the Fund to any person recruited to the Company, a Subsidiary or any Permitted Sub-Contractor it shall ensure that it will not include in any advertisement in any medium of any position of employment with the Company, a Subsidiary or

any Permitted Sub-Contractor details of the pension arrangements available and will not disclose details of any pension arrangements available to any potential or actual applicants, any person shortlisted for any role or any person to whom an offer of employment is made without seeking prior written approval from the Council.

8.2 Pension protection

The Company shall procure and shall procure that any Subsidiary and/or any Permitted Sub-Contractor shall procure that in accordance with this clause 8 (Pensions) all Eligible Transferring Employees either are offered membership of the Fund or are afforded pension rights which are certified by the an Actuary nominated by the Council as being broadly comparable to or better than the terms under the Fund immediately prior to the Relevant Transfer Date.

8.3 Company to become an Admission Body

The Company shall procure that it, any Subsidiary or any Permitted Sub-contractor which employs any of the Eligible Transferring Employees from a Relevant Transfer Date becomes, prior to the Relevant Transfer Date, an Admission Body ("Admission Body") for the purposes of the Pension Regulations and with effect from the Relevant Transfer Date the Company shall execute and shall procure that when required each Subsidiary or Permitted Sub-contractor executes an Admission Agreement.

8.4 Admission Agreement

The Council acting in its capacity as the Administering Authority and in its capacity as the Scheme Employer shall before the first Relevant Transfer Date and with effect from and including the first Relevant Transfer Date execute each of the Admission Agreements referred to in clause 8.3 (Company to Become an Admission Body).

8.5 Indemnity for a breach of the Admission Agreement

Without prejudice to the generality of this clause, the Company for itself, each Subsidiary and any Permitted Sub-Contractor agrees to indemnify the Council for itself and in its capacity as Administering Authority and Scheme Employer and for any New Supplier and against all losses suffered or incurred by it or them or any of them which arise from any breach by the Company, the Subsidiary or any Permitted Sub-contractor of the terms of the Admission Agreement to the extent that such liability arises before or as a result of the termination or expiry of this Agreement (howsoever caused).

8.6 Guarantee

The Council, in its capacity as Scheme Employer, undertakes to the Company to discharge on demand the Guaranteed Obligations by making immediate payment of the Guaranteed Obligations to the Fund.

8.7 Company ceases to be an Admission Body

If the Council and the Company, the Subsidiaries or any Permitted Sub-contractors are both/all of the opinion that it is not possible to operate the provisions of clauses 8.3 (Company to Become an Admission Body) to 8.5 (Indemnity for a Breach of the Admission Agreement) inclusive or if for any reason the Company, the Subsidiary or any Permitted Sub-contractor ceases to be an Admission Body as defined in clause 8.3 (Company to Become an Admission Body) other than on the Expiry Date then the provisions of clauses 8.3 (Company to Become an Admission Body) to 8.7 (Company ceases to be an Admission Body) inclusive shall not apply and the provisions of clause 8.8 (Company Scheme) shall apply.

8.8 Company Scheme

If clauses 8.3 (Company to become and Admission Body) to 8.6 (Guarantee) do not apply at any time prior to a Relevant Transfer Date or Cessation Date (as the case may be):

8.8.1 The Company shall, or shall procure that any Subsidiary or any Permitted Sub-contractor shall, not later than the Relevant Transfer Date or Cessation Date (as the case may be) nominate to the Council in writing the scheme or schemes which it proposes shall be the Company Scheme for the purposes of this Agreement. Such scheme or schemes must be:

8.8.1.1 established within three (3) months of the Relevant Transfer Date or Cessation Date (as the case may be) and maintained until any payment to be made under clause 8.8.4.2 (Company Scheme) is made;

8.8.1.2 reasonably acceptable to the Council (such acceptance not to be unreasonably withheld or delayed);

8.8.1.3 a Registered Pension Scheme; and

8.8.1.4 certified by an Actuary nominated by the Council to provide benefits broadly comparable to those provided by the Fund.

8.8.2 The Company for itself, each Subsidiary and any Permitted Sub-Contractor undertakes to the Council for the benefit of the Council itself and in its post charge capacity as Administering Authority and Scheme Employer and for the Council as agent and trustee for the benefit of the Eligible Transferring Employees to procure and to procure that any Subsidiary or any Permitted Sub-Contractor will procure that the Eligible Transferring Employees shall by three (3) months before the Relevant Transfer Date or the Cessation Date (as the case may be) be offered membership of the Company Scheme with effect from and including the Relevant Transfer Date or the Cessation Date (as the case may be).

- 8.8.3 The Company shall procure that it, any Subsidiary or any Permitted Sub-contractor which employs any Eligible Transferring Company Scheme Member on a Relevant Transfer Date or Cessation Date (as the case may be) is admitted to participate in the Company Scheme.
- 8.8.4 The Company undertakes to the Council for itself, each Subsidiary and any Permitted Sub-Contractor (for the benefit of the Council itself and in its capacity as Administering Authority and Scheme Employer and for the Council as agent and trustee for the benefit of the Eligible Transferring Employees) to procure that:
- 8.8.4.1 the Company Scheme shall provide benefits in respect of periods of service on and after the Relevant Transfer Date or the Cessation Date (as the case may be) for each Eligible Transferring Company Scheme Member which the Actuary nominated by the Council shall determine to be broadly comparable in each case to the benefits which the Eligible Transferring Company Scheme Members would have been entitled to under the Fund had they continued in membership of the Fund. If the Company Scheme is terminated, the Company shall procure a replacement arrangement or arrangements for those of the Eligible Transferring Company Scheme Members who are still employed wholly or partly in connection with the Services. The replacement arrangement(s) must comply with this clause 8.8 (Company Scheme) as if it were the Company Scheme;
- 8.8.4.2 within two (2) months of the Relevant Transfer Date or the Cessation Date (as the case may be), the Company shall offer or procure that there is offered to each of the Eligible Transferring Company Scheme Members the opportunity to transfer the benefits they had accrued under the Fund into the Company Scheme. For each of the Eligible Transferring Company Scheme Member who accepts such an offer in writing within two (2) months of receipt of the offer, the Company shall procure (subject to the receipt a transfer amount from the Fund determined by an actuary nominated by the Council) that the Company Scheme shall provide benefits which, in the opinion of an Actuary nominated by the Council, in respect of past service are equal in value to and no less favourable and in respect of future service are broadly comparable in value to and no less favourable than the benefits to which the Eligible Transferring Company Scheme Member was entitled under the Fund;
- 8.8.4.3 the transfer value paid under clause 8.8.4.2 (Company Scheme) shall, subject only to not prejudicing the Company Scheme's status as a Registered Pension Scheme, be wholly applied under the Company Scheme in the provision of benefits for an in respect of the Eligible

Transferring Company Scheme Members in respect of whom that transfer was made, in respect of service before the Relevant Transfer Date or the Cessation Date (as the case may be);

- 8.8.5 before the Relevant Transfer Date or Cessation Date (as the case may be) the trustees of the relevant Company Scheme undertake to the Council by deed that they shall procure compliance with the provisions of clauses 8.8.1 (Company Scheme) to 8.8.4 (Company Scheme) and 8.9.1 (Undertaking from the Company), 8.9.3 (Undertaking from the Company) and 8.9.4 (Undertaking from the Company).

8.9 Undertaking from the Company

The Company for itself, each Subsidiary and any permitted Sub-Contractor undertakes to the Council (for the benefit of the Council itself and in its capacity as Administering Authority and Scheme Employer and for the Council as agent and trustee for the benefit of the Eligible Transferring Employees) to procure that:

- 8.9.1 all information which the Council for itself and/or in its capacity as Administering Authority and/or Scheme Employer or its professional advisers may reasonably request from the Company, any Subsidiary or any Permitted Sub-contractor for the administration of the Fund or in order to calculate any transfer value or concerning any other matters raised in clauses 8.8 (Company Scheme) and 8.9 (Undertaking from the Company) shall be supplied to them as expeditiously as possible;
- 8.9.2 the Company shall not and shall procure that each of the Subsidiaries or any Permitted Sub-contractor (as the case may be) does not, without the consent in writing of the Council (which shall only be given subject to the payment by the Company, the Subsidiary or any permitted Sub-contractor (as the case may be) of such reasonable costs as the Council for itself or in its capacity as Administering Authority and/or Scheme Employer may require) consents to instigate, encourage or assist any event which could impose on the Fund or on the Council for itself or in its capacity as Administering Authority and/or Scheme Employer a cost in respect of the Eligible Transferring Employees greater than the cost which would have been payable in respect of the Eligible Transferring Employees had that consent, instigation, encouragement or assistance not been given;
- 8.9.3 until the Relevant Transfer Date or Cessation Date (as the case may be), no announcements (whether in writing or not) shall be made to the Eligible Transferring Employees concerning the matter stated in clauses 8.3 (Company to Become an Admission Body) to 8.7 (Company ceases to be an Admission Body) inclusive without the consent in writing of the Council;
- 8.9.4 the Company shall not and shall procure any Subsidiary or any Permitted Sub-contractor shall not take or omit to take any action which would materially affect the

benefits under the Fund or the Company Scheme of any Eligible Transferring Employees who are or will be employed wholly or partially in connection with the Services without the prior written agreement of the Council such agreement not to be unreasonably withheld or delayed provided that the Company and/or such Subsidiary will be so entitled without the requirement of consent to give effect to any pre-existing contractual obligations to any Eligible Transferring Employees;

8.9.5 where:

8.9.5.1 the Company, any Subsidiary or any Permitted Sub-contractor is an Admission Body in the Fund, it shall or shall procure that the Subsidiary or any Permitted Sub-contractor (as appropriate) shall (where permitted) award benefits to the Eligible Transferring Fund Members under the Benefits Regulations in circumstances where the Eligible Transferring Members would have received such benefits had they still been employed by the Council; and

8.9.5.2 the award of benefits in clause 8.9.5.1 (Undertaking from the Company) is not permitted under the Benefits Regulations or the Company or any Subsidiary or Permitted Sub-contractor is not an Admission Body in the Fund, the Company shall or shall procure that the Subsidiary or Permitted Sub-contractor shall award benefits to the Eligible Transferring Company Scheme Members which are of equal value to the benefits the Eligible Transferring Company Scheme Members would have received under the Benefits Regulations in circumstances where the Eligible Transferring Employees would have received such benefits had they still been employed by the Council.

In either case, where such benefits are of a discretionary nature, they shall be awarded on the basis of the Council's written policy in relation to such benefits at the time of the Relevant Transfer Date or the Cessation Date (as the case may be) (which the Council shall provide upon request). Where the payment of such benefits is not, for whatever reason, possible, the Company shall or shall procure that it, the Subsidiary or any Permitted Sub-contractor shall compensate the Eligible Transferring Members in a manner which is broadly comparable or equivalent in cash terms.

8.10 Claims from Eligible Transferring Employees or Trade Unions

The Company for itself, each Subsidiary and any Permitted Sub-Contractor hereby indemnifies the Council for itself and in its capacity as the Administering Authority and Scheme Employer and/or any New Supplier from and against all direct losses suffered or incurred by it or them which arise from claims by Eligible Transferring Employees of the Company, the Subsidiary or any Permitted Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Transferring Employees which losses:-

8.10.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the Expiry Date; or

8.10.2 arise out of the failure of the Company, the Subsidiary or any Permitted Sub-contractor to comply with the provisions of this clause before the Expiry Date.

8.11 Costs for the Admission Agreement

The costs of the Council for itself and as Administering Authority and/or Scheme Employer necessarily and reasonably incurred in connection with the Admission Agreement and/or of obtaining the necessary certification of comparability in accordance with clause 8.8.1.4 (Company Scheme) shall be borne by the Company.

8.12 New employees

Subject to compliance with clause 8.1 (Recruitment of new employees), if the Company or any Subsidiary or any Permitted Sub-contractor employs any employees (other than the Transferring Employees or the Other Transferring Employees) who are engaged wholly or mainly in provision of the Services they will offer such new employees membership of either:

8.12.1 the Fund subject to the Council providing their written consent to those employees being admitted to the Fund before an offer of employment is made;

8.12.2 the Company Pension Scheme; or

8.12.3 a defined contribution pension scheme which is a minimum provides for matching employer/employee contributions of 6% of pensionable salary.

8.13 Transfer to a New Supplier

On expiry or termination of this Agreement, if the Services provided by Company or any Subsidiary or any Permitted Sub-contractor to which the provisions of clauses 8.3 (Company to Become an Admission Body) to 8.8 (Company Scheme) inclusive apply, transfer to a New Supplier (by way of a transfer under TUPE) the employment of any Eligible Transferring Employee who is or will be engaged wholly or partially in providing Services under this Agreement, the Company shall procure that:

8.13.1 the transferring employer consults with and informs those Eligible Transferring Employees of the pension provisions relating to that transfer; and

8.13.2 the relevant Company Scheme provides a transfer value from its scheme to any New Supplier's pension scheme or to the Fund (if the New Supplier becomes an Admission Body in the Fund) that is calculated on a basis that is as a minimum no less favourable than the calculations basis that applied to the transfer value that the relevant Company Scheme received from the Fund in respect of the Eligible Transferring Company Scheme Members.

8.14 Warranty from the Council

The Council warrants to the Company that all members contributions payable pursuant to Part 3 (Contributions) of the Pension Regulations and all employer's contributions payable by the Council pursuant to Part 4 (Pension Funds and Employers Payments) of the Regulations which have prior to the Transfer Date become due and payable to the Fund in respect of the Eligible Transferring Employees have been duly and timeously paid and there are no amounts which require to be transferred into the Fund which remain outstanding.

8.15 Indemnity from the Council

The Council will indemnify and keep indemnified the Company on demand from and against all reasonably and properly incurred losses or liabilities, damages, claims, demands, proceedings, costs, expenses, penalties, legal and other professional fees and costs in accordance with clause 11.2.2 which may be suffered or incurred by the Company and which arise out of the warranty set out in clause 8.14 being untrue or misleading.

9 The Company's obligations

9.1 The Company, during the continuance of this Agreement shall:

- 9.1.1 keep or cause to be kept proper books and accounts of the Group containing a full and complete record of the income and expenditure of the Group and the business carried on by it and permit and procure that the same shall be open at all reasonable times for inspection by the Council or any person authorised by it;
- 9.1.2 without the need for request, forward to the Council's Chief Financial Officer a complete copy of each set of Relevant Accounts together with the auditor's reports thereon and other documents referred to therein or required by law to be attached thereto, not later than the expiration of 4 months from the end of the financial year to which the Relevant Accounts relate and of returns made to HMRC in respect of the business of the Company;
- 9.1.3 provide the Council's Chief Financial Officer, without the need for request, with true and complete Quarterly financial and monitoring reports detailing the Group's income and expenditure on the Services and the Facilities, including an explanation of any material deviation from the Group's budget for that Quarter, as set out in the relevant Business Plan, and an indication of any expected material change in the Group's projected profit or loss for the year in question, all by the expiry of one month following the end of the Quarter under consideration.
- 9.1.4 provide access to Audit Scotland, the Commissioner for Local Administration in Scotland and to the Council's internal and external auditors to enable them to review any accounts and financial records requested by them;

- 9.1.5 permit the Council's Chief Financial Officer or any other person authorised on his behalf to investigate the Company's conduct of its financial affairs in order to assess the Company's compliance with the provisions of this Agreement;
- 9.1.6 use its best efforts to assist the Council to maximise the overall VAT efficiencies in relation to the provision of the Services and funding arrangements between the Council and the Company;
- 9.1.7 without prejudice to Clause 9.1.6, not make any decision which could reasonably be expected to affect, either directly or indirectly, the Council's partial exemption for VAT purposes, without the prior written consent of the Council, and for the avoidance of doubt, any breach of this Clause 9.1.7 by the Company shall in all circumstances be deemed to be an irremediable material breach, for the purposes of Clause 16.1
- 9.1.8 provide the Council with quarterly reports of progress and spending on the Services throughout the continuance of this Agreement in such format as is set out in the Services Specification
- 9.1.9 as and when requested by the Council (acting reasonably), with the Council's representatives to discuss the Company's performance, service delivery, condition of assets and all and any factors regarding the Purpose, assets/buildings and other matters regarding the Services as the Council may reasonably require;
- 9.1.10 actively seek and obtain funds and income from other sources which are consistent with the Company's status as a charity, in order to assist with the funding of the provision of the Services by the Company in accordance with the Services Specification;
- 9.1.11 undertake at all times to adopt sound and effective management, marketing and financial practices;
- 9.1.12 bind and oblige itself to hold and use all monies presently held by the Company in a prudent manner in accordance with the terms of Clause 5.1, all to the satisfaction of the Council's Chief Financial Officer;
- 9.1.13 the Council's Chief Financial Officer or such other person as the Council may at any time nominate in his or her place (the "**Observer**") to attend all board meetings of the Company, the Subsidiary or any other member of the Group (including any sub-committees thereof) save that the Company shall be entitled to exclude the Observer from discussions at such board meetings which relate to confidential matters which do not relate to, or which are not likely to have a significant impact upon the relationship between the Council and the Company. In addition it shall provide to the Council all agendas, minutes and supporting documents not less than seven Working Days in advance of the relevant meetings;

- 9.1.14 co-operate fully with any reasonable legal proceedings, enquiry, arbitration or investigation (including an investigation by the Local Government Ombudsman arising out of the provision of the Services by the Company or the arrangements set out in the Transfer Documents generally, and the Company shall give evidence of such enquiries, arbitrations, proceedings and hearings without cost to the Council. Furthermore, in the event that the Local Government Ombudsman finds maladministration or injustice as a result of fault on the part of the Company, the Council reserves the right to recover from the Company any payments made by the Council to the complainant.
- 9.1.15 ensure that there is maintained by the Company indemnity insurance cover against all losses and liabilities, including employer's liability, public liability and business interruption, and other risks that are normally insured against by prudent persons carrying on the same or similar type of business to that of the Group;
- 9.1.16 maintain its status as a charity for the purposes of the Charities and Trustee Investment (Scotland) Act 2005; and
- 9.1.17 carry on and conduct its business in a proper, prudent, diligent and efficient manner in accordance with the terms of the Business Plan which is current (but not otherwise) and save to the extent expressly permitted in such Business Plan, the Company shall not carry out any of the actions or matters set out in Part 6 unless the Company has received the prior written consent of the Council.
- 9.2 The Company hereby warrants to the Council that:
- 9.2.1 it has power to enter into this Agreement and has authorised its execution, completion and performance;
- 9.2.2 this Agreement will constitute legally binding obligations of the Company enforceable in accordance with its terms; and
- 9.2.3 it will ensure that each Subsidiary complies with the obligations of the Company under Clause 9.1 as if the references therein (and within Part 6) to the Company were to each such Subsidiary.

10 Sub-contracting

- 10.1 The Company shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Council, which consent the Council shall be entitled to withhold or give subject to such conditions as it, in its absolute discretion, may consider appropriate.

11 The Council's Warranties

11.1 Subject to the following provisions of this Clause, the Council hereby warrants to the Company that:

11.1.1 it has power to enter into this Agreement and has authorised its execution, completion and performance;

11.1.2 this Agreement will constitute legally binding obligations of the Council enforceable in accordance with its terms; and

11.1.3 the execution, delivery and performance of this Agreement and the other Transfer Documents does not and will not contravene any of the provisions of its constitution, nor of any charge, trust deed, contract or other instrument to which the Council is a party or which is binding upon its assets.

11.1.4 the Council has disclosed:

11.1.4.1 full particulars of the current contractual terms of employment or engagement and benefits of all Transferring Employees, whether or not recorded in writing, or implied by custom or practice or otherwise;

11.1.4.2 all information required by law to be included in particulars of terms of employment, including date of birth, date of commencement of continuous employment, job title, current remuneration, bonuses, commission, pension schemes or pension rights and benefits;

11.1.4.3 details of all remuneration and benefits which the Transferring Employees or their dependants receive or are entitled to receive (now or in the future);

11.1.4.4 copies of all agreements or arrangements with any trade union, employee representative or body of employees or their representatives (whether binding or not) and details of any such unwritten agreements or arrangements which may affect the Transferring Employees; and

11.1.4.5 copies of all styles of contracts of employment and all policies and other documents which apply to the Transferring Employees (whether binding or not);

and all such particulars are accurate and not misleading and are complete in all material respects.

11.2 In the event that the Company makes a claim under any of the warranties which is admitted by the Council or otherwise determined in favour of the Company, the Company's exclusive remedy shall:

- 11.2.1 in the case of the warranty contained in Clause 11.1.1, be the right to rescind this Agreement and the Transfer Agreement, in which event the Council and the Company shall take all action (so far as is possible) to put the parties in the same position as they would have been in had they not entered into this Agreement and the Transfer Agreement; and
- 11.2.2 in the case of the other warranties, be an adjustment to the Service Payment to be paid by the Council to the Company in terms of this Agreement by an amount equal to the loss or damage which the Company has suffered.
- 11.3 The Council shall have no liability in respect of any breach of the warranties (with the exception of the warranty to which Clause 11.2.1 applies) unless the Company shall have given notice in writing to the Council of such claim, specifying in reasonable detail the matter which gives rise to the claim, the nature of the claim and the amount claimed in respect thereof, not later than 31 March 2011 and where proceedings are not instituted (that is to say issued and served) within six months of the notice (unless previously satisfied, settled or withdrawn) the Council shall cease to be liable thereafter.
- 11.4 The Council shall not be liable for a claim for a breach of the warranties in clause 11.1.4 or any action raised in terms of Regulation 12 of the Employment Regulations ("Claim") unless the amount of all Claims when taken together exceeds £30,000 in which case the excess over £30,000 shall be recoverable from the Council.

12 Step-in rights of the Council

12.1 If:

12.1.1 the Council reasonably considers that a breach by the Company of an obligation under this Agreement may or will:

12.1.1.1 create (or has already created) an immediate and serious threat to health, safety or the environment; or

12.1.1.2 result (or has already resulted) in a material interruption to or material disruption of the provision of one or more of the Services; or

12.1.1.3 cause (or has already caused) a material breach by the Council of its obligations under Law; or

12.1.1.4 cause (or has already caused) a serious nuisance; or

12.1.2 the Council reasonably considers that any circumstances have arisen which constitute an Emergency;

then, if the Council considers that there is sufficient time and that it is likely that the Group or any company in the Group will be willing and able to provide assistance, the Council may give a

Direction Notice to the Company requiring the Group or any company in the Group forthwith to take such steps as the Council, acting reasonably, considers necessary or expedient to mitigate or preclude such state of affairs.

The provisions of this clause 12 are without prejudice to any other right or remedy of the Council under this Agreement or the other Transfer Documents.

- 12.2 The Company shall use all reasonable endeavours to comply with any Direction Notice given under Clause 12.1 and shall also ensure that any member of the Group uses such reasonable endeavours to comply with such Direction Notice.
- 12.3 If the Group fails to take such steps as the Council may reasonably think necessary pursuant to a Direction Notice under Clause 12.1 within such time as the Council shall reasonably think fit, or if the Council reasonably considers that the Company or any relevant company in the Group is not likely to be willing and able to take such steps, then the Council may take such steps itself or engage others to take such steps or take such other action as it considers appropriate and the provisions of Clauses 12.4, 12.5 and 12.6 shall apply.
- 12.4 For the purpose of taking steps or action as stated in Clause 12.3, the Council may do any one or more of the following:
 - 12.4.1 enter upon the relevant Facilities and take over all or part of the Undertaking;
 - 12.4.2 by not less than two Working Days' notice to the Company, expel the Group from all or any of the Facilities without thereby avoiding this Agreement or releasing the Company from any of its accrued obligations or liabilities under this Agreement;
 - 12.4.3 by not less than two Working Days' notice to the Company, suspend the obligation of the Company to provide all or any of the Services,

in each case until such time as either (where the Council has exercised its step-in rights under Clauses 12.3 and 12.4 as a result of any of the circumstances referred to in Clause 12.1.1) the Company has demonstrated to the Council's reasonable satisfaction that the Group is in a position to recommence the provision of the Services, or the relevant part of the Services, in accordance with this Agreement, or (where the Council has exercised its step-in rights under Clauses 12.3 and 12.4 as a result of any of the circumstances referred to in Clause 12.1.2 (including where the Council is required to do so by the Company under Clause 12.8)) the Council considers that the Emergency has been dealt with to its reasonable satisfaction, and it is therefore willing to allow the Group to recommence the provision of the Services, or the relevant part of the Services.

- 12.5 The Company shall co-operate fully with, and provide all reasonable assistance in respect of, whatever action the Council acting reasonably deems it appropriate to take under this Clause 12 and shall ensure that each Group Company does likewise and, if the steps required pursuant to the foregoing provisions of this Clause 12 are as a result of an act or omission of the Company or any of the Group, shall reimburse the Council all reasonable costs incurred by the Council in taking

such action (including overhead costs), and the Council shall be entitled to deduct any such amount (once invoiced) from any Service Payment to be made to the Company under this Agreement.

12.6 The Council shall have no liability to the Company for any damage which has occurred prior to the exercise by the Council of its step-in rights under this Clause 12, or which results from breach by the Company of any of its obligations under this Agreement or any of the other Transfer Documents, but shall be liable for any damage or liability caused by or attributable to the negligent acts or omissions of it or its employees, agents or contractors during any period during which it exercises such step-in rights.

12.7 References (however worded) in this Clause 12 to any steps or action being taken by the Council under this Clause 12 are references to such steps or action being taken either by the Council itself or by persons engaged by the Council for that purpose.

12.8 In any case, where an Emergency arises, and that Emergency consists of an event or events which could not reasonably have been foreseen by the Company, if:

12.8.1 the Council has not served a Direction Notice on the Company or exercised its step-in rights under Clauses 12.3 and 12.4, and the Company has used all reasonable endeavours to deal with the Emergency (and demonstrated to the Council's reasonable satisfaction that it has done so) but has nevertheless failed to satisfactorily bring the Emergency to an end; or

12.8.2 the Council has served a Direction Notice on the Company and the Company and each other Group Company has used all reasonable endeavours to comply with such Direction Notice, but has nevertheless failed to so comply to the reasonable satisfaction of the Council,

then in either of the foregoing circumstances the Company shall have the right to require the Council to exercise its step-in rights under Clause 12.3 and 12.4, to deal with the Emergency.

13 Change Control

13.1 The provisions of Part 4 shall apply to all changes to the Services requested by the Council or the Company under this Agreement.

14 Confidentiality

14.1 In this Clause, the following terms bear the following meanings:

14.1.1 **"Confidential Information"** means information that is designated as "confidential" or which by its nature is clearly confidential. Confidential Information may be disclosed orally or in writing, by demonstration or in any other way and "disclosed" includes

permitting a person to access information and "disclose" (and similar terms) should be interpreted accordingly;

14.1.2 **"Discloser"** means any person (being either the Council or the Company, as appropriate) disclosing Confidential Information to which this Agreement applies;

14.1.3 **"Permitted Purpose"** means for the purposes contemplated by the Project Agreements and for no other purpose; and

14.1.4 **"Recipient"** means any person (being either the Council, the Company or other Group Company, as appropriate) to whom Confidential Information is disclosed and to which this Agreement applies.

14.2 In return for the disclosure of Confidential Information, the Council and the Company agree that where they are the Recipients of Confidential Information, they will:

14.2.1 use the Confidential Information only for the Permitted Purpose; and

14.2.2 use their reasonable efforts to ensure that the confidentiality of the Confidential Information is protected and maintained.

Where the Company is a Recipient, it may disclose Confidential Information to other Group Companies for the Permitted Purpose provided that the Company shall remain responsible for any breaches of the terms of this Clause by such Group Companies.

14.3 Clause 14.2 does not prohibit disclosure of Confidential Information:

14.3.1 to a Recipient's own employees, agents and permitted contractors who need to know it provided that these employees agents and permitted contractors are first made aware of the confidential nature of the Confidential Information and the Recipient's obligations in relation to it, and themselves agree to treat the Confidential Information confidentially;

14.3.2 to a Recipient's auditors (whether external or internal), professional advisers, HMRC, the Accounts Commission for Scotland, the Commissioner for local administration in Scotland, and any other person having a statutory regulatory right to request and receive that information;

14.3.3 (in the case of the Council only) where the Council considers it should disclose such information in response to a request which it has received for information under or in terms of the 2002 Act or EIR; and/or

14.3.4 (in the case of the Company and other Group Companies only) where the Company or Group Company (as appropriate) is required to disclose such information in response to a request which it has received for information under or in terms of the 2002 Act or the EIR and provided that, in doing so, the Company or other Group Company acts in

accordance with the guidance set out in the Section 60 Code, including by consulting with the Council prior to any such disclosure or other publication, if and to the extent necessary to comply with that guidance.

14.4 Clause 14.2 does not apply to information which a Recipient can show by reference to documentary or other evidence:

14.4.1 was rightly in its possession before the start of negotiations leading to this Agreement;

14.4.2 is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause);

14.4.3 is received from a third party who is not under an obligation of confidentiality in relation to the information;

14.4.4 is developed independently without access to, or use or knowledge of, the Confidential Information; or

14.4.5 is trivial or obvious.

Each party will make reasonable efforts to ensure that anyone mentioned in Clause 14.3 is made aware prior to any disclosure of Confidential Information that it is confidential and that they owe a duty to the owner of it to keep it confidential.

14.5 Where the Council receives a request for information under the 2002 Act or the EIR in relation to the operation of the Facilities or the any of the matters contemplated by the Project Agreements it may request that the Company at the reasonable cost of the Council,

14.5.1 provide the Council with a copy of all information in its possession or power in the form that the Council requires within ten Working Days (or such other longer period as the Council may specify) of the Council's request; and

14.5.2 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information under the 2002 Act or the EIR within the time for compliance set out in section 10 of the 2002 Act or regulation 5 of the EIR;

and if the Council so requests, the Company will comply with such request and will ensure that any other Group member does so as well.

14.6 The Company shall be responsible for ensuring that any Group member complies with the obligations of confidentiality contained within this Clause and the Company will remain responsible for any breaches of these obligations by such Group members.

15 Data protection

- 15.1 The Company undertakes to the Council that it will take and will ensure that all other Group Companies take, all necessary steps to ensure that they operate at all times within the requirements of the 1998 Act both before and after the Transfer Date.
- 15.2 The Company will maintain, a valid and up to date registration or notification to the Office of the Information Commissioner (or any successor) under the 1998 Act to process Personal Data.
- 15.3 Without limiting Clause 15.1, if the Council discloses Personal Data under this Agreement to the Company as data processor:
- 15.3.1 the Company will not process the Personal Data except in accordance with this Agreement or otherwise on the instructions of the Council;
 - 15.3.2 the Company will acquire no rights or interest in the Personal Data and will return such Personal Data to the Council on demand by the Council;
 - 15.3.3 the Company will implement appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of or damage to the Personal Data in compliance with the 1998 Act. Technical and organisational data security measures will be deemed to be appropriate for the purposes of this Clause if they confirm to the provisions of ISO 27001 (or any replacement standard relating to data security) or such other data security measures as are appropriate for the purposes of complying with the 1998 Act. The Company will notify the Council promptly of any changes that it proposed to make to the technical and operational security measures it has implemented unless such changes are minor and will not be material in the context of determining whether the measures (as changed) continue to comply with the requirements of the 1998 Act.
 - 15.3.4 subject to the Council giving not less than forty eight hours' notice, the Company will permit the Council access to the Company's premises, personnel and records for the purpose of inspecting, testing and auditing the technical and organisational data security measures implemented for the purposes of Clause 15.3.3;
 - 15.3.5 the Company will promptly implement any requirement made by the Council to ensure that the technical and organisational measures implemented comply with the 1998 Act;
 - 15.3.6 immediately inform the Council of any unauthorised or unlawful processing of any of the Personal Data to which this Clause 15.3 applies and of any loss or destruction of or other damage to that Personal Data, and thereafter promptly (a) provide the Council with all such information as the Council requests in connection with such incident, (b) take such steps as the Council requires it to take to mitigate the detrimental effects of any such incident on any of the data subjects of that Personal Data and/or on the Council, (c) take such steps as the Council requires it to take pursuant to Clause

15.3.5, and (d) otherwise co-operate with the Council in investigating and dealing with such incident and its consequences;

15.3.7 the Company will ensure that its employees will maintain proper records of the Processing of any Personal Data received from the Council and of all training carried out by it with regard to the 1998 Act.

15.3.8 the Company will assist the Council with all subject information requests which may be received from the data subjects of the Personal Data; and

15.3.9 the Company will not transfer any Personal Data received from or on behalf of the Council under this Agreement outside the European Economic Area except with the prior written consent of the Council, and in accordance with any additional terms the Council may impose on such transfer.

15.4 The Company shall ensure that all Personal Data processed by the Company or other Group Companies for the purposes of providing the Services are processed on a basis that will permit such Personal Data to be lawfully and fairly transferred to the Council or a replacement service provider on termination or expiry of this Agreement and for the Council (or such replacement service provider) to process the same for the purposes of providing services which are the same as the Services.

15.5 The Company shall ensure that all Group Companies comply with the obligations of the Company under Clause 15.3 as if the references to the "Company" therein were to such Group Companies.

16 Termination & repayment

16.1 This Agreement may be terminated by the Council forthwith on written notice being given by the Council to the Company on the happening of any one or more of the following events:

16.1.1 if the Company commits a material breach of any of its obligations contained in the roject Agreements (as defined in the Transfer Agreement) or any other agreement with the Council relative to the Facilities;

16.1.2 if any indebtedness of the Company shall become due and payable or capable of being declared due and payable prior to its stated maturity, or the Company shall fail to pay or discharge at maturity or when otherwise due (or within any stated applicable grace period) any indebtedness (including any obligation by way of contract, guarantee or caution), or any other accrued debts of the Company remain unpaid thirty days after becoming due;

16.1.3 if the Company shall convene a meeting of its creditors, or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986, or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors shall be made; or

- 16.1.4 if a trustee, receiver, administrative receiver, administrator, judicial factor, manager or similar officer is appointed in respect of all or any part of the business or assets of the Company; or
- 16.1.5 if a petition is presented or a meeting is convened for the purpose of considering a resolution, or other steps are taken, for the winding up of the Company or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) or if the Company is the subject of a moratorium; or
- 16.1.6 if any distress, diligence, execution or sequestration or other process be levied or issued upon or against any of the property of the Company and is not paid or discharged within seven days;
- 16.1.7 if the Company sells, disposes of or threatens to dispose of, in any one transaction or series of related transactions, the whole or any substantial part of its undertaking or assets or any licences issued by any appropriate local, regional, national, statutory or other authorities;
- 16.1.8 if the Company ceases to or threatens to cease to carry on its business or substantially the whole of its business;
- 16.1.9 if the Company ceases to provide all or any of the Services from any of the Facilities without the Council's prior written consent;
- 16.1.10 if any significant licences issued or to be issued by local, regional authorities or other statutory bodies required for the Purpose are not obtained timeously or are cancelled, revoked or not renewed;
- 16.1.11 If the Company ceases to be a charity for the purposes of the Charities and Trustee Investment (Scotland) Act 2005;
- 16.1.12 if any security created by any heritable security or charge executed by the Company or any Subsidiary shall become enforceable and the holder shall take any steps to enforce the same;

provided that in the event any of the foregoing breaches is or are remediable the Council shall not terminate this Agreement unless it has first given notice to the Company specifying the breach in question, and given the Company such reasonable period (being not less than thirty Working Days) as the Council shall consider appropriate in all the circumstances to remedy the same, and the Company has failed to so remedy the breach.

- 16.2 In addition, the Council may by giving not less than six months' notice in writing to the Company (or such shorter period of notice as is necessary in any case to ensure the Council's continuing compliance with the Law) terminate this Agreement where it determines that:

- 16.2.1 changes in Council policy; and/or
- 16.2.2 changes in budgetary or taxation considerations on the part of the Council; and/or
- 16.2.3 changes in Law; and/or
- 16.2.4 acts, omissions or policy on the part of the Scottish Government;

may make this necessary or desirable. However, in the event that the Council chooses to exercise its right to terminate this Agreement in any of the circumstances set out in this Clause 16.2, the Council undertakes to ensure that the arrangements contemplated by this Agreement are brought to an end in such a way that the Company is not rendered insolvent at the date of termination of this Agreement, as a direct result of the termination of this Agreement pursuant to this Clause 16.2.

- 16.3 In relation to each of the events set out in Clause 16.1, the Company shall be under an obligation to notify the Council as soon as practicable after becoming aware that such an event has occurred or is likely to occur and shall, in any event ensure that such notification is given, at the latest, within five Working Days of the occurrence of any such event.
- 16.4 The Company may terminate this Agreement by not **less** than fourteen days' written notice to the Council if the Council commits a material breach of this Agreement, and fails to remedy that breach within thirty days of the Council's receipt of a written notice from the Company specifying the breach, and asking the Council to remedy it.
- 16.5 The Company may terminate this Agreement by giving not less than three months' written notice to the Council, in the event that:
 - 16.5.1 circumstances arise which the Company **could** not reasonably have foreseen at the time when it was required to submit for the Council's approval in terms of Clause 4 the Business Plan for the twelve month period during which such circumstances arise; and
 - 16.5.2 it will therefore be necessary for the Company to incur expenditure in addition to that allowed for in its above budgets, in order to deal with such circumstances; and
 - 16.5.3 the Company, having used all reasonable endeavours to obtain funding to cover such **additional** expenditure (and demonstrated to the Council's reasonable satisfaction that it has done so) has nevertheless failed to obtain such funding; and
 - 16.5.4 the Council, following satisfaction by the Company of the requirements of Clause 16.5.3, has failed to provide the Company with the additional funding which it requires or to agree to a Change to the Services in accordance with Clause 13 and Part 4;

provided that if, during the thirty day notice period given by the Company to terminate this Agreement, the Council does manage to provide, or procure the provision of, on terms acceptable to the Company the additional funding which the Company requires or agrees to a Change to the Services in accordance with Clause 13 and Part 4 then the Company's right to terminate will cease and the Agreement will continue in full force and effect as if such notice to terminate had not been given.

16.6 In the event that the Company terminates this Agreement in accordance with Clause 16.5, then provided the Company has complied in all material respects with its obligations under this Agreement, the Council undertakes to ensure that the arrangements contemplated by this Agreement are brought to an end in such a way that the Company is not rendered insolvent at the date of termination of this Agreement.

16.7 Unless earlier terminated in accordance with the foregoing provisions of this Clause 16, this Agreement shall take effect on the Transfer Date, and shall continue for an initial period of ten years (the **"Initial Period"**), and thereafter for additional periods of three years at a time (each an **"Additional Period"**) unless and until terminated by the Council giving to the Company six months' written notice to that effect, such notice to expire at the end of the Initial Period, or at the end of any Additional Period.

17 Consequences of termination

17.1 On termination of this Agreement for any reason whatsoever:

17.1.1 the Company will immediately repay to the Council the whole or part of any Service Payment paid by the Council to the Company which has not been used or applied as at termination, together with any interest that may have accrued on such payment to the date of termination;

17.1.2 the Council shall have the immediate right to exercise its option to purchase the Re-transfer Date Moveables from the Company in terms of Clause 8.6 of the Transfer Agreement;

17.1.3 the Company's right to occupy the Facilities in terms of the Licence under the Transfer Agreement will immediately terminate;

17.1.4 the Company shall transfer to the Council the benefit, subject to the burden, of any Project Agreements, and the Company and the Council shall respectively use their reasonable endeavours to procure that all necessary consents are obtained to the assignment to the Council of each of the Project Agreements or, as the case may require, the Council and the Company shall co-operate in obtaining the novation of the Project Agreements.

17.2 Both before and after any such termination, the Company shall, and shall ensure that all Group Companies shall (at the cost of the Council unless the termination is as a result of an act or omission of the Company or any of the Group):

17.2.1 co-operate fully with the Council and any person providing services the same as or similar to the Services or any of them or any part of them in order to achieve a smooth transition from the then arrangements for the provision of the Services to the new arrangements for the provision of such services, and to avoid any inconvenience to, or any risk to the health and safety of, the Council, employees and agents, and members of the public;

17.2.2 as soon as practicable remove from the Facilities all property not required by the Council and in any event within twenty Working Days after receipt of notice from the Council requesting it to do so;

17.2.3 on or prior to the date of termination of this Agreement deliver to the Council any keys to the Facilities and any computer programs, records and data relating to the Undertaking and the Facilities; and

17.2.4 as soon as practicable vacate the Facilities and leave them in a clean and orderly condition and otherwise comply with the obligations of the Company under the Licence which apply on its termination subject to agreement on terms of Licence.

18 Additional provisions

18.1 The Council shall be entitled to assign its rights and obligations under this Agreement to any statutory body to which all or any of the functions of the Council in relation to sports or leisure have been transferred but, otherwise, shall not be entitled otherwise to assign or transfer its rights and/or obligations under this Agreement without the prior consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned).

18.2 The Council may promote its association with the Company as it considers appropriate, and the Council shall be provided with access to information and documentation held by the Company which the Council may require to pursue this objective. In addition, the Company shall install and maintain at each location where the Company is based or operates such signs, commemorative material and other promotional material indicating the involvement of the Council as the Council may require. The Company shall participate in such appropriate celebrations and ceremonies in connection with the Purpose as the Council may decide. If any particular requirements of the Council cause additional expenditure which could not reasonably be anticipated by the Company or expected by the Council, the Council shall agree with and pay to the Company an appropriate cost in this regard.

18.3 It is agreed between the Council and the Company that any sums (or part of such sums) due by the Council to the Company in terms of this Agreement may be retained and/or reduced at the option of the Council if there is any breach or failure by the Company to perform its obligations

under this Agreement or the other Transfer Documents, whether or not the Council has exercised its option to terminate this Agreement or the Transfer Document in question between the Council and the Company, provided that:-

18.3.1 the Council shall act reasonably having regard to all the circumstances known to them, including in particular, but without limitation, the impact of any such retention or reduction on the Company's actual and anticipated financial circumstances and its ability to meet the obligations under the Services Specification that the Company has been complying with;

18.3.2 no such retention or reduction may be made by the Council until it shall first have notified the Company in writing specifying in reasonable detail (i) the Company's breach or failure (ii) the Council's quantification of the retention or reduction (which shall require to be commensurate with the nature and extent of the breach or failure) (iii) the date when such retention or reduction shall take effect and (iv) only in respect of any breach which is reasonably likely to be remediable by the Company, such reasonable period as the Council shall consider appropriate in all the circumstances to remedy the same ("**Notice**");

In the event that the Council serves a Notice on the Company in terms of Clause 18.3.2 and the Company, acting reasonably and taking into account all of the circumstances set out in clause 18.3.1, advises the Council in writing within such time as set out in the Notice that the amount of the retention or reduction is not commercially viable for the Company as it will materially affect its ability to meet the obligations under the Services Specification that it has been complying with or will mean that its liabilities exceed its assets, then the Council and the Company agree that they shall, acting reasonably, negotiate with one another with a view to resolving the amount of any retention or reduction by the Council (including from the Service Payments otherwise agreed or being paid) and pending resolution of the issue, either through negotiation or pursuant to Clause 4.11 the Council shall not make the retention or reduction stated in the Notice. Once the relevant sum has been agreed or determined the Council shall be entitled to make such reduction or retention of that full amount backdated to the date of the breach or failure by the Company so that they are not penalised for not being able to make any reduction or retention pending agreement or determination of the amount of the same.

18.4 Where any notice or other communication is to be made under this Agreement, it must be in writing. Notices or communications may be left at, or sent by first class post or recorded or special delivery to, the address of the party given at the start of this Agreement or any other address they may nominate in writing from time to time in accordance with this Clause.

18.5 Any notice or communication left at an address of a party in accordance with this Clause will be received at the time of delivery. In other cases, any notice or communication will be treated as having been received by the person to whom it is addressed two Working Days following the date of despatch of the notice by post. However, where in any case, these rules would result in a notice or communication being treated as having been received on a day that is not a Working Day, it will

be treated as having been received on the next Working Day afterwards. To prove the giving of the notice it will be sufficient to show it was properly despatched.

- 18.6 Other than pursuant to Part 4, the terms of this Agreement shall not be amended or altered except by mutual agreement in writing by the duly authorised representatives of the Council and the Company.
- 18.7 Each party will at its own cost do and procure to be done any further acts and things and will sign and procure to be signed any other documents as the other party may reasonably require for the purposes of giving that party the full benefit of the provisions of this Agreement.
- 18.8 This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties hereto hereby submit to the exclusive jurisdiction of the Scottish Courts.
- 18.9 The Council shall be responsible for all reasonable costs and expenses necessarily incurred by the parties in connection with the preparation and execution of this Agreement, up to and including the Transfer Date. For these purposes, the Company acknowledges that such costs will fall to be borne by it out of funds already provided to it by the Council and/or to be provided to it by the Council in terms of the first Business Plan under this Agreement.
- 18.10 The parties hereto consent to registration hereof for preservation and execution.

IN WITNESS WHEREOF these presents incorporating the Schedule are executed as follows:

Signed on behalf of **ABERDEEN CITY COUNCIL** by


 (Signature)

JANE GLAISTER MACEACHERN (Full Name)


HEAD OF LEGAL AND DEMOCRATIC SERVICES (Position)

ABERDEEN (Place of Signature)

9 JULY 2010 (Date of Signature)


DAVID ALAN RENNIE
34 ALBYN PLACE
ABERDEEN

Signed on behalf of **SPORT ABERDEEN** by

 (Signature)
FREDERICK GEORGE SCOTT MACGILLIVRAY (Full Name)

DIRECTOR (Position)

ABERDEEN (Place of Signature)

9 JULY 2010 (Date of Signature)

in the presence of this witness

 (Witness' Signature)

DAVID ALAN RENNIE (Full Name)

34 ALBYN PLACE (Address)

ABERDEEN

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING FUNDING AND SERVICE PROVISION
AGREEMENT BETWEEN ABERDEEN CITY COUNCIL AND SPORT ABERDEEN**

PART 1 – BUSINESS PLAN

CORPORATE PLAN 2010-2013

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Foreword

It is our pleasure, as the Board of Sport Aberdeen, to present the company's first Corporate Plan. To be involved in the birth of this new organisation has presented the Board and Senior Managers with significant challenges that have been more than offset by the intense excitement for the future. In addressing the transfer of assets the over-riding consideration has been the need to focus on customers, their expectations and ways in which these will be satisfied.

The City has a wide range of leisure facilities and activity programmes, delivered by a variety of operators, which are well distributed and one of our core tasks is to encourage more residents to take part in activities provided by Sport Aberdeen and ensure that the organisation is recognised as a model for the delivery of physical activity both within the City and on a wider national basis. We welcome and value the opportunity to increase the involvement of local people through City based events and activity programmes provided in communities and schools. It is anticipated that around 1.2 million customers will use our facilities and services and we plan to build on this base in 2010-11.

The financial projection for the 9 month period to 31st March 2011 indicates that revenue support from Aberdeen City Council of £5 million will be required. Given our plans to increase footfall and develop greater opportunities for participation in sporting activities by residents, visitors and the business community, we anticipate that the levels of financial support will fall as we move into 2012 and beyond.

During the lifetime of this plan there will be significant changes in which we operate. These changes will be driven by customer demand, sensitivity to public sector priorities, access to new funding streams and above all the commitment to expand the opportunity for residents of Aberdeen to use our facilities and services in the way that best satisfies their needs.

We are confident that the staff transferring coupled with new recruits will rise to the challenges set them and prove that Sport Aberdeen exceeds the expectations of all who wish to be active and participate in sport.

MISSION STATEMENT & EXECUTIVE SUMMARY

Core Purpose:

To operate the Company, under charitable status, to deliver Aberdeen City Council's core Sport and Physical Recreation provision with the aim of extending the reach of sport and activity in the lives of citizens of Aberdeen and its communities of interest, to enhance the City as a place to live, work and visit and to make effective use of all resources available.

Vision:

Sport Aberdeen will have a meaningful presence with everyone who lives in or visits the city. We will encourage, nurture and inspire our customers and staff to achieve their goals and enjoy themselves.

Delivery:

Clarity, co-operation and co-ordination.

We will provide clear direction, supported with accurate market research and management information. Staff will "get to know their customers" and how to provide them with more services. New markets will be developed and new partners engaged. There will be seamless links between all areas of the company and staff will be motivated, informed and customer focused. Performance and quality will be at the forefront of management activity.

Delivery of the service will, as an overarching principle, reflect the Funding and Service Provision Agreement developed by Aberdeen City Council and the Charitable Objects of the Company

Values and ethos:

Everyone working for Sport Aberdeen will understand how best to "make a difference" – how their part of the organisation can be developed to engage with more people, that they are empowered to change and improve the service and that the company will treat them fairly and with integrity.

KEY PRIORITIES 2010-2013

The Board has agreed the following 9 key priorities for 2010 – 2013 as a list of headline actions for year one:

- Develop a cohesive, customer focused sports operation meeting and delivering its financial, legal, charitable and social obligations.
- To be regarded as a good employer, which excites and encourages all staff to exceed customer expectations?
- Grow total footfall each year by 1% in 2010-11, 3% by 2011-12 and 3.5% by 2012-2013, from the baseline attendances in 2009-10.
- From 2011-12, access new funding streams and reduce the dependence on Council support by 4% per annum compound.
- Secure premises for the establishment of a permanent Head Office.
- Research and install a centralised booking system designed to embrace current and projected communication and technology.
- Add two land based and one water based sports per annum to the present portfolio.
- Monitor and capitalise on local/international sporting events that capture public interest and maximize these opportunities where possible.
- Prepare and secure funding for a comprehensive maintenance programme.

POLICY CONTEXT

Overview

Sport Aberdeen has been specifically established to provide sport and related services that enhance the lives of residents and visitors to the City on behalf of Aberdeen City Council to enable the local authority to effectively discharge its statutory responsibilities, policies, strategies and objectives in respect the delivery of sport and physical activity services to the Community

National Dimension

Sport Aberdeen understands the Council's role in contributing to the Scottish Governments priorities:

- Greener
- Wealthier and Fairer
- Smarter
- Healthier
- Safer and Stronger

Sport Aberdeen's Action Plan, referencing the 15 National Outcomes from the Scottish Government's Concordat, aligning with the Single Outcome Agreement For Aberdeen and National Physical Activity Strategies are attached at Appendix 2

Local Dimension

Sport Aberdeen recognises the City's Sport and Physical Activity Strategy 'Fit for the Future', 2009-15, and the significant contribution we can make in its implementation. The development of Sport Aberdeen's policy framework will be delivered in line with the Funding and Service Provision Agreement developed by Aberdeen City Council, and will include an



acknowledgement of the Council's general policies and the adoption of all those outlined in the Agreement.

This is particularly true in relation to HR policies and procedures which are included in Appendix 3, as well as key Operational Policies such as those dealing with equality and the removal of barriers to participation which are reflected in the Action Plan.

Charitable Status

As a registered charity, Sport Aberdeen will, at all times, operate its policies and delivery of services in accordance the requirements of the Office of the Scottish Charitable Regulator, (OSCR), and the Company's main Charitable Objectives, which are as follows:

- to advance public participation in sport;
- to provide facilities, or assist in the provision of facilities, in the interest of social welfare for recreation and other leisure-time occupation so that their conditions of life may be improved;
- to advance education;
- to advance community development;
- to advance the arts, heritage and culture; and/or
- to advance such similar charitable purposes as the directors may determine from time to time.

Environmental Policies

Sport Aberdeen is also committed to ensuring that it:

- Develops an environmental policy designed to reduce the carbon footprint of the organisation by 5% per annum.
- Operates on the principle that all physical resources are consistently evaluated to ensure they are fit for purpose, represent value for money and meet or exceed customer demands.

REPORTING & GOVERNANCE STRUCTURE

The Sport Aberdeen Board will meet on more than eight times per annum for general business. There will be 1 AGM per year.

The Board will have two committees:

- Executive Board comprising Chairman, Vice Chairman, one Director and Managing Director; and
- Audit & Remuneration Committee comprising Vice Chairman, two directors and an external Assessor.

Having prepared and approved a Corporate Plan the following information will be submitted to Board members within seven working days of the month end. The information will also be made available to Aberdeen City Council through the Director of Education, Culture and Sport.

- Cumulative variances +/- 5% from individual cost centre budgets,
- Cash flow statement.
- Health & Safety issues
- Personnel issues
- Marketing reports and updates on future events
- Attendance/ participation figures reported in line with the Company's six functional service areas.

Additional statutory or legal reporting requirements are placed on the Company through both the Funding and Service Level Agreement developed by Aberdeen City Council; and the Council's Local Code of Practice, 'Funding External Services and Following The Public Pound'; and the organisation's obligations under the terms of its charitable status.

CUSTOMER SERVICE CHARTER

Sport Aberdeen recognises that focusing on the needs of our customers is at the core of our business and we will work to provide high-quality services.

When dealing with you, we will:

- treat you politely and not discriminate because of race, religion, age, gender, sexuality or disability; and
- Listen to your views and give feedback when you wish it.

When we receive your written communications, we will:

- acknowledge receipt of letters and faxes within 5 working days;
- respond in full to letters and faxes within 15 working days; and
- ensure our responses are written in plain English and provide a quality response, addressing all of the issues raised.

When dealing with your telephone calls, we will:

- answer the phone within 3 rings wherever possible;
- greet you politely and clearly – giving you our name and the name of the service that we work for;
- return phone calls within two working days; and
- provide an answering machine service during office hours if lines are busy with messages left being responded to within 2 working days.

We will make sure all our corporate documents/leaflets, etc. are:

- kept up to date;
- in plain English and do not use jargon;
- accessible by the visually impaired and those for whom English is not their first language; and
- made available by via the Sport Aberdeen Website.

When you visit Sport Aberdeen premises you will find:

- reception areas are clean, tidy and as accessible as possible; and
- our employees wear identification badges at all times.

If you experience service from Sport Aberdeen which does not meet any of these standards, we would like to know about it so that we can make improvements. If you believe that our performance has fallen below these standards, you can report it to Customer Relations Manager.

MARKETING STRATEGY

Overview

Marketing is essential in facilitating and supporting the promotional aspects of the Sport Aberdeen Corporate Plan 2010-2013. It will enable Sport Aberdeen to reach the right customers at the right time, thus maximising the potential and performance of the organisation, meeting customer needs and increasing financial return.

We want to:

- Build a strong, reputable brand offering affordable access to sport for everyone
- Understand customer needs and improve their experience
- Ensure our products and services meet customer needs and that long-term and profitable relationships are established
- Explore opportunities and use innovative thinking to develop and engage new markets

Using an appropriate and effective marketing strategy will allow us to successfully communicate with customers and fulfill their needs, achieve the edge over our competition and increase the number of people using Sport Aberdeen services.

Marketing Strategy

The main focus of the marketing activities undertaken by Sport Aberdeen is to increase the presence of our facilities, activities and services within the market place, whilst maintaining a customer-orientated approach.

Various marketing techniques will be employed in order to achieve the outcomes desired by Sport Aberdeen. These techniques will include: site-specific and generic leaflets, displays, events, trials, promotions and advertising, amongst others. Focus will also be placed on marketing through electronic media and new technologies, particularly through the Sport Aberdeen website. Research will be undertaken on a regular basis into any new opportunities for marketing.

Separate strategies will be developed concentrating on specific elements of the business, as detailed in the following action plan. A full, comprehensive marketing strategy will be created for Sport Aberdeen's second year of business, building on the information obtained and the research carried out in Year 1.

See Appendix 1 – Marketing Action Plan.

PHYSICAL RESOURCES

Swimming Pools (6)

Bridge of Don Pool
Bucksburn Pool
Northfield Pool
Kincorth Pool
Hazlehead Pool
Tullos Pool

Golf Courses (7)

Hazlehead Golf Courses (2 x 18 hole, 1 x 9hole, 1x pitch and putt)
Balnagask Golf Course
Kings Links Golf Courses 1 x 18 hole, 1 x 6 hole)

Community Sports Centre's (6)

The Jesmond Centre
Kincorth Sports Centre
Peterculter Sports Centre
Sheddocksley Sports Centre
Lord Provost Alex C. Collie Sports and Community Centre
Torry Youth and Leisure Centre

Regional Level Facilities (4)

Beach Leisure Centre
Linx Ice Arena
Westburn Tennis Centre
Beacon Community Centre



Football Pavilions and Pitches (4)

The Jack Wood Pavilion (Inverdee Outdoor Sports Centre)
The Joe Paterson Pavilion (Hazlehead Outdoor Sports Centre)
Aulton Pavilion
Nelson Street Playing Field

Outdoor Seasonal Facilities (6)

Westburn Outdoor Sports Centre
Ruthrieston Outdoor Sports Centre
Albury Outdoor Sports Centre
Hilton Outdoor Sports Centre
Northfield Outdoor Sports Centre
Torry Outdoor Sports Centre



sport aberdeen

your local leisure network

FINANCIAL PROJECTIONS

ANNUAL INCOME AND EXPENDITURE SUMMARY

	Actual	Projected		
	Year ending 31 Mar 2009	9 months ending 31 Mar 2011	Year ending 31 Mar 2012	Year ending 31 Mar 2013
Income				
BLC/Links/Westburn/Beacon	908,233	1,140,382	1,573,141	1,628,201
Sports Development	614,870	389,862	611,096	632,485
Swimming pools	885,195	509,809	751,474	777,776
Indoor sports centres	607,476	453,458	607,218	628,470
Golf courses	738,348	549,147	819,300	847,975
Outdoor sport centres	55,280	37,472	58,292	60,333
	3,809,402	3,080,130	4,420,522	4,575,240
Expenditure				
Staff Wages & pension	5,248,157	3,747,219	5,351,002	5,591,797
Staff Costs	233,453	358,132	512,795	521,814
Facility Hire & water rates	177,681	168,909	231,823	236,460
Rates	607,813	45,717	66,046	67,367
Property repairs - External	39,077	55,482	76,723	78,258
Property repairs - Internal	354,102	330,746	452,282	461,328
Heat, light & power	849,262	696,630	949,635	968,628
Consumables	125,146	94,970	131,925	134,564
Site Administration	103,078	99,424	137,017	139,757
Cash collection & site transportation	60,167	54,117	73,672	75,146
Hire & maintenance of equipment	144,078	199,256	273,536	279,007
Supplies & services	306,086	286,076	501,792	509,431
	8,346,275	6,164,716	8,796,380	9,102,450
Contribution by site				
BLC/Links/Westburn/Beacon	(1,716,929)	(1,221,945)	(1,684,441)	(1,739,718)
Sports Development	(738,824)	(574,263)	(835,752)	(862,832)
Swimming pools	(1,330,778)	(814,545)	(1,188,548)	(1,231,134)
Indoor sports centres	(920,022)	(629,651)	(888,740)	(921,368)
Golf courses	359,163	278,016	444,131	458,584
Outdoor sport centres	(189,483)	(122,197)	(222,509)	(230,741)
Total Contribution by site	(4,536,873)	(3,084,586)	(4,375,858)	(4,527,210)
Operational Support	0	474,076	660,546	690,271
Total operational contribution	(4,536,873)	(3,558,662)	(5,036,404)	(5,217,481)

FINANCIAL PROJECTIONS

ANNUAL INCOME AND EXPENDITURE SUMMARY

CONTINUED

	Actual Year ending 31 Mar 2009	Projected 9 months ending 31 Mar 2011	660,546 Year ending 31 Mar 2012	690,271 Year ending 31 Mar 2013
Corporate Overhead				
Head office wages and salaries		255,854	372,795	389,570
Staff training		15,000	20,400	20,808
Staff recruitment incl disclosure		13,500	13,000	14,000
Staff uniforms		8,000	8,160	8,323
Office rental		37,500	100,000	110,000
Legal fees		18,750	25,500	26,010
Audit & accountancy		15,000	20,400	20,808
Marketing & public relations		63,750	90,000	90,000
Creche Services		56,250	76,500	78,030
Transport, Travel & parking		12,000	16,320	16,646
Insurance		45,000	61,200	62,424
Hire of equipment		3,750	5,100	5,202
Board expenses		3,750	5,100	5,202
Office sundries		3,750	5,100	5,202
Depreciation		3,125	7,500	7,500
	789,416	554,979	827,075	859,726
Surplus/(deficit)	(5,326,289)	(4,113,641)	(5,863,479)	(6,077,207)
Irrecoverable VAT	0	(105,333)	(147,046)	(149,404)
Surplus/(deficit)	(5,326,289)	(5,008,311)	(7,064,044)	(7,281,219)
Other income				
Corporate Sponsorship	0	0	160,000	200,000
Surplus/(deficit)	(5,326,289)	(5,008,311)	(6,904,044)	(7,081,219)

APPENDIX 1

MARKETING STRATEGY

Strategy & Purpose	Associated Tasks/ Actions	Anticipated Outcome*	Measure
<p>Electronic media – to add value for the customer and potential customer, providing accessible information and increasing promotion channels</p>	<p><u>Sport Aberdeen Website</u> Develop SA website and a set of protocols for adding/ amending published information Establish and train a group of staff responsible for updating website who will also act as focus group (reporting customer feedback, new ideas, problems encountered, etc) Implement Google Analytics Investigate future e-Commerce opportunities (online booking, online payment, etc) and social media opportunities (blogs, interactive calendars, customer log-in, reviews, photographs and videos)</p> <p><u>New Media Initiatives</u> Investigate usage of social media sites (e.g. Facebook, Twitter, etc), mobile internet, Real Simple Syndication (RSS) feeds, podcasts, etc</p>	<p>Existing customers can access Sport Aberdeen information at their own leisure, from any site and out with opening hours</p> <p>Potential customers can browse information without feeling pressure to commit</p> <p>Further promotional channels are opened up for marketing purposes</p> <p>Staff are engaged in and take ownership of the development process</p>	<ol style="list-style-type: none"> 1. Information obtained from monitoring through Google Analytics (website views, historical data, trends, customer intent, visitor details) 2. Surveying existing and potential customers to research usage 3. Monitor linkages in statistics between promotions and website visits
<p>Customer focus – to ensure that customer satisfaction is at the heart of all we do</p>	<p>Review current membership scheme, research private/ public competitor schemes and enhance/ promote Sport Aberdeen scheme to increase uptake Assist in promotion of a 'Role Model' membership Conduct customer research through various</p>	<p>Existing customers will feel that they and their opinions are valued</p> <p>Segmenting customers will allow for more focused, efficient marketing efforts with better use of resources (i.e. time and budget)</p>	<ol style="list-style-type: none"> 1. Levels of footfall and numbers signing up for facilities and activities 2. Indications of increased numbers linking back to specific marketing

Strategy & Purpose	Associated Tasks/ Actions	Anticipated Outcome*	Measure
	<p>channels (surveys – online and paper-based, customer satisfaction sheets at individual sites, using information from membership applications in line with Data Protection Act, focus groups)</p> <p>Segment current and potential customers and develop a target marketing and communications strategy (geographically, demographically, by psychographics or behaviours)</p> <p>Regularly consult with existing and potential customers and adopt a positive approach to acting upon the results</p> <p>Create and maintain a customer marketing database</p> <p>Create specific marketing plans for existing services, activities and locations to raise further awareness</p> <p>Investigate potential for a customer loyalty scheme</p>	<p>User numbers at facilities and for services will increase</p> <p>A customer database will enable marketing to be directed at people who have already shown an active interest</p> <p>Develop the next generation of sports participants</p> <p>Extend the number of client groups engaging in sport</p> <p>Provide services that are specific to individual or community requirements</p> <p>Extend the sporting opportunities that are available to residents and visitors to the City</p> <p>Increased participation in sporting activity by residents and visitors</p> <p>Staff will feel included, involved and enthused</p> <p>Sport Aberdeen will take a cohesive approach to marketing as an organisation</p> <p>Customer service will be improved by staff</p>	<p>campaigns</p> <p>3. Increase in number of membership applications</p> <p>4. Number of customer and noted interest details recorded in database</p> <p>1. Level of positive feedback obtained from staff (through word-of-mouth, questionnaires, surveys)</p> <p>2. Feedback from</p>
Staff involvement – to ensure that staff are engaged, motivated and included in operational and strategic marketing work	<p>Develop a marketing champion at each individual site</p> <p>Encourage all staff to become involved in day-to-day marketing and encouraging communication of customer feedback</p> <p>Support development of 'sales' skills for staff</p> <p>Work with HR team on marketing aspect of</p>		

Strategy & Purpose	Associated Tasks/ Actions	Anticipated Outcome*	Measure
	recruitment campaigns	taking a genuine interest in existing and potential service users	customers on level of service received
		Sport Aberdeen will be recognised as a good employer with a motivated workforce	3. Increased staff morale
Commercial opportunities – to maximise revenue streams coming from the corporate sector	Identify existing arrangements Identify any new opportunities for corporate promotion (e.g. Westburn Tennis Centre, Linx Ice Arena) Conduct market research into corporate partnership schemes Develop and implement a corporate partnership scheme for Sport Aberdeen Research potential organisations to target most suitable candidates and/ or most likely to become involved Ensure regular contact is made with partnership organisations to keep informed of progress/ changes/ issues Review partnerships and scheme on an annual basis	Grow our own workforce locally Additional revenue will be raised which can be invested back into the services and facilities provided by Sport Aberdeen Sport Aberdeen profile will be raised, particularly in the private sector Strong relationships will be built with partners, encouraging repeat business and involvement in future projects from a corporate perspective and potentially encouraging partner organisation staff to use Sport Aberdeen services	1. Amount of increase in revenue (in £ and %) 2. Level of increase in attendee numbers 3. Number of corporate organisations becoming involved with Sport Aberdeen
Event Promotion – to raise awareness on a local and national level of events taking place within Aberdeen City and encourage	Work with Events team on developing an annual marketing programme in line with the events programme Build on the impact of high-profile local and national events and generate excitement (hosting mini-versions, competitions)	Increase on previous years in numbers attending events within the city A number of events becoming nationally recognisable and linked with Aberdeen City and the Sport Aberdeen brand	1. Actual numbers attending events 2. Number of attendees from out with Aberdeen City

Strategy & Purpose	Associated Tasks/ Actions	Anticipated Outcome*	Measure
attendance	<p>Use other events taking place in Aberdeen as an avenue to promote sporting events (leaflets, road show approach, stands, etc)</p> <p>Encourage national recognition for specific events and facilities (e.g. Baker Hughes 10K, promoting Westburn Tennis Centre as a national facility)</p> <p>Monitor lessons learned from past events</p> <p>Work with McKenzie PR on promotion through media channels</p> <p>Update the Board on future events on a regular, agreed basis</p>	<p>Increased participation in sporting activity by residents and visitors</p> <p>Develop the next generation of sport participants</p> <p>Extend the sporting opportunities that are available to residents and visitors to the City</p>	<p>3. Links with website in terms of page views for specific events, relating back to promotion campaigns</p>
<p>Research – to gain a comprehensive understanding of the current and potential customer so that marketing may be targeted, to monitor industry trends and to explore any new opportunities/ possibilities for diversification</p>	<p>Develop a comprehensive marketing strategy through primary and secondary research, including a SWOT and PESTLE analysis</p> <p>Develop a rolling programme for collecting and monitoring customer feedback</p> <p>Keep abreast of leisure industry trends, opportunities for diversification and competitor advancements</p> <p>Produce proposal documents when Board approval is sought to exploit new marketing opportunities</p>	<p>A strategy document is prepared in consultation with staff for forthcoming year, thereafter being updated on an annual basis in line with changes in trends, customer perceptions and feedback</p> <p>New opportunities are identified and implemented for marketing activities and for new sport and leisure services/ activities, with buy-in from staff and the Board</p> <p>Consistent customer feedback is obtained on a programmed basis and effectively utilised, to inform future decisions and ensure that customer opinions are clearly taken onboard</p>	<p>1. Number of new services, events, activities successfully introduced on an annual basis</p> <p>2. Levels of feedback obtained from staff and customers</p>

Strategy & Purpose	Associated Tasks/ Actions	Anticipated Outcome*	Measure
Branding – the image of Sport Aberdeen becomes reputable and associated with providing high-quality, accessible sport for everyone	<p>Ensure that all literature, signage, etc, is consistent and makes full use of the Sport Aberdeen branding within agreed corporate guidelines</p> <p>Ensure that all applicable Aberdeen City Council documentation is re-branded with Sport Aberdeen and is refreshed in terms of aesthetics and copy</p> <p>Develop a range of standardised, customer-focused publications, in partnership with business sponsors</p> <p>Promote that Sport Aberdeen are reducing their impact on the environment</p>	<p>Develop the next generation of sports participants</p> <p>The Sport Aberdeen brand, logo and tagline become recognisable, established and associated with the relevant messages</p> <p>That there is a consistent and identifiable look throughout all information distributed, particularly that available in the public realm</p> <p>Sport Aberdeen to be an eco-friendly organisation</p>	<p>1. Branded literature suite agreed, established and made available</p> <p>2. Feedback from customers</p>

* Items in bold are referenced to Sport Aberdeen Outcomes and Key Targets

APPENDIX 2

OUTCOMES & KEY TARGETS

2010 – 2013

OUTCOMES AND KEY TARGETS 2010-13

Sport Aberdeen will contribute to Scotland's National Outcomes and the local outcomes identified for Aberdeen by enhancing the future of sporting activity in the city and creating opportunities for participation and enjoyment by residents and visitors.

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
We live in a Scotland that is the most attractive place for doing business in Europe.	Increased participation in sporting activity by residents and visitors.		<ul style="list-style-type: none"> increase footfall at sports facilities by 1% by 2011, 3% by 2012 and 3.5 % by 2013. 	<ul style="list-style-type: none"> Create activity programmes that reflect local and regional demands and are responsive to market changes. Review and alter site activity programmes through review, market testing and establishing competitive pricing/charging to encourage innovative and valued sessions. Devise and distribute city wide, customer focused Sport Aberdeen services brochure in partnership with business sponsors to be used in collaboration with partners and users.

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
Cont- We live in a Scotland that is the most attractive place for doing business in Europe.	Increased participation in sporting activity by residents and visitors.		<ul style="list-style-type: none"> Introduce one new mass participation event per year. Introduce an annual programme that provides up to 40 events every year by 2011 	<ul style="list-style-type: none"> Sport Aberdeen will deliver this through a partnership approach with organisers of national events. This will include sporting, charitable and health and well-being organisations. These will be national charitable events, international sporting events or an event that supports national initiatives such as National Family Week. We plan to work with countryside rangers, arts development and other partner organisations to develop events such as a Dark Skies walk. Inclusive events will be organised within all Sport Aberdeen facilities. Through a balanced programme and bespoke packages, we will ensure that we attract clubs and sporting associations. In year 1 we will introduce new events for tennis, and football clubs.
We realise our full economic potential with	To be recognised as a good employer with a motivated		<ul style="list-style-type: none"> To have IIP (or equivalent) accreditation by 2013. 	<ul style="list-style-type: none"> To implement and maintain the most appropriate accreditation scheme to

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
more and better employment opportunities for our people.	workforce.		<ul style="list-style-type: none"> To reduce vacancies to <10% of the establishment. To reduce absenteeism to <3% 	<p>support Sport Aberdeen's employees and to a create workforce which feels both valued and motivated, e.g. IIP.</p> <ul style="list-style-type: none"> To ensure retention of staff through clear communication of vision and mission statement for Sport Aberdeen. Introduce an incentive scheme for Sport Aberdeen employees e.g. discounted or free use of facilities, reward for innovative ideas, and rewards for exceptional contributions. Through the provision of regular and varied training. Through the provision of clear career pathways. Through the provision of a robust absence monitoring system including referral to independent occupational health advisors.
We are better educated, more skilled and more successful, renowned for	Grow our own workforce locally.	our own workforce	<ul style="list-style-type: none"> By 2013 50% of participants on Sport Aberdeen coach education 	<ul style="list-style-type: none"> increase the number of qualified coach volunteers through continued support and training.

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
our research and innovation.			courses to be engaged by the company.	<ul style="list-style-type: none"> • Maintain and develop a database of coaches and volunteers. • Continually review and assess the needs of the market and develop innovative ways of recruiting volunteers locally. • Programme popular coaching activities to meet market demand and employ skilled volunteers as employees.
Our young people are successful learners, confident individuals, effective contributors and responsible citizens.	Develop the next generation of sports participants.		<ul style="list-style-type: none"> • By 2012 every Active School and Active Community initiative will have a programme slot at a sports facility. 	<ul style="list-style-type: none"> • Establish a minimum of one Active Schools and One Active Communities session in each Sport Aberdeen facility through co-coordinated programming balancing commercial, club and community needs.
Our children have the best start in life and are ready to succeed.	Maximise daytime use of sports facilities.		<ul style="list-style-type: none"> • Establishment of a pre-school sports programme by 2011. 	<ul style="list-style-type: none"> • Support will be provided to early years children (nursery to P3) through liaising with nursery providers and pre-schools to assist in the provision of resources and training. • Programmed activities within the crèche service incorporating kinder gym activities and early years

National Outcome	Sport Outcome	Aberdeen Target	Implementation/ Action
			<ul style="list-style-type: none"> education. A comprehensive parent and toddler Learn to Swim programme will be delivered at a number of facilities, for example those pools that have teaching pools. Partnership approached initiatives will be achieved working with Drugs Action, Social Services, Education Services, the NHS and the Police.
We live longer, healthier lives. We have tackled the significant inequalities in Scottish society.	Extend the number of client groups engaging in sport.	<ul style="list-style-type: none"> Provide 4 new health and wellbeing programmes every year with a public or voluntary sector partner. 	
We have improved the life chances for children, young people and families at risk.	Increased participation in sports activities in the City's regeneration areas.	<ul style="list-style-type: none"> Increase the use of sports facilities in regeneration areas by local people by 10% by 2013. 	<ul style="list-style-type: none"> Active Schools "Fit for Girls" programmes to be rolled out in all secondary schools in regeneration areas. Such programmes to incorporate activity sessions in selected sports centres. Active Communities 'Fit for Women' programmes to be developed in sports facilities in regeneration areas in partnership with Community Learning Service. Sportscotland programmes and initiatives in linking communities of need to sports programming to be

National Outcome	Sport Outcome	Aberdeen Target	Implementation/ Action
			<p>incorporated into the service plan of each site.</p> <ul style="list-style-type: none"> • Target opportunities and initiatives to develop indirect usage of facilities e.g. buggy fitness, walking clubs, Jog Scotland etc. • Explore community management opportunities e.g. use and co-ordination of MUGA pitch at Torry Outdoor Centre by Dee Boys Club. • Active Communities 'Diversionsary' activities programmes to be developed in sports centres in each SIMD area in partnership with Community Economic Development and Job Centre Plus incorporating confidence building exercises and employability support for all 16+ participants. • Develop 'father/mother and son/daughter' activities in all facilities in SIMD areas in partnership with Community Learning as part of the

National Outcome	Sport Outcome	Aberdeen Target	Implementation/ Action
We live our lives safe from crime, disorder and danger.	Provide services that are specific to individual or community requirements.	<ul style="list-style-type: none"> Provide 2 new anti-social behavior initiatives per year working with Police, Prison Service and other similar agencies. 	<p>broader family learning initiative already in place.</p> <ul style="list-style-type: none"> Review programming of all sites to ensure city wide understanding of targeting activities in areas of regeneration. Partner Agreements concluded with NHS, Police and Fire to include joint co-working in regeneration areas. Fairer Scotland Funding to be applied to support the above. Sport Aberdeen will work with the management at Craiginches Prison, Aberdeen to reduce re-offender rates. This will be achieved through safe routes out of prison initiative that will implement diversionary activities and employment opportunities for ex-offenders.

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
We live in well designed, sustainable places where we are able to access the amenities and services we need. We value and enjoy our built and natural environment and protect and enhance it for future generations.	Extend the sporting opportunities available to residents and visitors to the City.	<ul style="list-style-type: none">Introduce 2 land-based and 1 water-based activities per year.	<ul style="list-style-type: none">Sport Aberdeen will create interest in and generate demand for new activities. For example: a programme of vocational studies will develop an interest in maritime skills which will introduce young people to water based leisure pursuits and an international coach education initiative will bring new sports to the city.	
We have strong, resilient and supportive communities where people take responsibility for their own actions and how they affect others.	Sustain the City's sporting club infrastructure.	<ul style="list-style-type: none">Provide 2 club based events/competitions per year.Develop an annual programme of coach and club development in conjunction with NGB by 2012.	<ul style="list-style-type: none">We will facilitate and manage events and competitions with local sporting clubs and associations. For example we will work with Aberdeen Ice Hockey Club, The Aberdeen Bowling Clubs and Association and Hazlehead Golf Club.	

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
We take pride in strong, fair and inclusive national identity.	Encourage local athletes to use the facilities.		<ul style="list-style-type: none"> • Introduce a 'role model' membership for aspiring national standard athletes by 2011. 	<ul style="list-style-type: none"> • Create strong links with SportScotland and Grampian Institute of Sport • Through utilisation of local sports talent e.g. David Law, local golfer to be first "role model" also AFC footballers • Expectation that "role model" will be available for photo opportunities, come and try events, launches etc.

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
We reduce the local and global environmental impact of our consumption and production.	Sport Aberdeen to be an eco-friendly organisation.		<ul style="list-style-type: none"> Introduce carbon offset plan by 2012. 	<ul style="list-style-type: none"> Sport Aberdeen will meet the challenges set by the Climate Change (Scotland) Act 2008 and will work on a programme to reduce carbon emissions from our own estate and match Scottish Government targets to reduce emissions by 42% by 2020. The key priorities for Sport Aberdeen are to reduce the environmental impact from our own operations and ensure long term improvement in the city's environment. These priorities have been identified due to international and national legislation, along with local priorities to support the Single Outcome Agreement. Key areas for action will be, Carbon Management and Climate Change, Improvements to air quality and clean and attractive public environments.

National Outcome	Sport Outcome	Aberdeen	Target	Implementation/ Action
Our public services are high quality, continually improving, efficient and responsive to people's needs.	Ten year investment plan for the Company.		<ul style="list-style-type: none"> Establish a capital development plan in partnership with Aberdeen City Council by 2010. Secure funding from the Council and other bodies annually. 	<ul style="list-style-type: none"> Sport Aberdeen will identify the required capital work during the course of the agreement (10 years) Sport Aberdeen will prioritise the works and present the findings to Aberdeen City Council for consideration and inclusion in its capital programme.

APPENDIX 3

COMPANY EMPLOYEE POLICIES

Index

- 1 Hours of Work**
 - i) Service Specific Staff
 - ii) Head Office Staff
- 2 Annual Leave**
- 3 Training and Education**
- 4 Occupational Health & Safety**
- 5 Recruitment and Selection**
- 6 Equal Opportunities**
- 7 Industrial Relations**
 - i) Grievances
 - ii) Policy Statement

1 Hours of Work

i.) Service Specific Staff: As per contract, defined by centre/service rotas.

ii.) Head Office/Administrative Staff: Flexible Working Scheme

The Employment Act (2002) came into force on April 2003, makes a number of 'family friendly' provisions. The right to request to work flexibly is one of these provisions and this scheme puts in place the process whereby such requests are considered.

These regulations have been further amended by the Work and Families Act 2006 through the introduction of the Flexible Working (Eligibility, Complaints and Remedies) (Amendment) Regulations 2006.

2 Annual Leave

The annual leave year for former APT & C employees is from 1 January to 31 December each year. It is the responsibility of managers / supervisors to manage the allocation of employee holidays so as to ensure as far as reasonably possible that all employees take their full annual entitlement within this 12 month period.

It is appreciated that, in certain circumstances, it may not always be practicable for all employees to take their full annual leave entitlement during the designated leave year.

2010 Public holidays

Friday 1 January (***New Years Day***)

Monday 4 January (***in lieu of 2 January***)

Friday 2 April (***Good Friday***)

Monday 3 May (***May Day***)

Monday 27 December (***in lieu of Christmas Day***)

Tuesday 28 December (***in lieu of Boxing Day***)

*Wednesday 29 December

*Thursday 30 December

Friday 31 December (***Hogmanay***)

3 Training and Education

Policy Purpose and Objectives

Sport Aberdeen is committed to the development of all of its employees and to the retention and management of its internal talent. As an organisation, we believe that through investing in the personal and professional development of our people, we can continuously improve our services to the citizens of Aberdeen and in so doing deliver on the overarching values and vision of the organisation.

The objectives of this policy are to provide information to all employees on the types of development opportunities that are available to them, the ways in which they can access appropriate development activities and the level of support that is available to assist with their development. The policy also sets out the various responsibilities of Sport Aberdeen as the employer, as well as those of the individual employee, when undertaking any development activity and provides information on the arrangements that are in place to monitor the quality of the development provided.

The outcomes of this should be:

- To provide qualified, skilled and experienced employees on a continuing basis to meet Sport Aberdeen requirements
- To increase the job satisfaction and career prospects of employees
- To enhance the levels of employee engagement and morale
- To help foster a learning culture within the organisation
- To comply with equal opportunities criteria in providing access to development
- To encourage clear development plans to assist all employees to maximise their full potential through the provision of appropriate training and development opportunities to meet the needs of the organisation

4 Occupational Health & Safety

Health & Safety Policy

This policy is designed to contribute to the business performance of Sport Aberdeen and as a Commitment to continuous improvement in health and safety performance. The policy reflects the legal obligations placed upon Sport Aberdeen by the Health and Safety at Work. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended) and any other industry specific guidance. This document requires the commitment, support and action from everyone working within Sport Aberdeen and is central to the ongoing effective management of health and

safety. Sport Aberdeen will take all reasonably practicable steps to provide and maintain a healthy and safe working environment for all its employees, clients and any other people who may be affected by its activities. It is committed to continually improving its health and safety performance in the delivery of its services.

This standard will be achieved by:

- a) Gaining, and maintaining, the commitment and participation of all employees in creating and maintaining a positive health and safety culture;
- b) Meeting its responsibilities to employees, and others in a way which recognizes that legal requirements are the minimum standard;
- c) Adopting a planned and systematic approach to the implementation of the Sport Aberdeen's Health and Safety Policy at work.
- d) Identifying and assessing the risks associated with all activities of the Sport Aberdeen with the aim of eliminating or controlling the risks, so far as is reasonably practicable;
- e) Allocating sufficient resources to meet the requirements of this Policy;
- f) Planning for health and safety including the setting of realistic short and long term objectives, deciding priorities and establishing meaningful performance standards;
- g) Monitoring and reviewing performance on a regular basis to ensure that high standards are maintained and improved;
- h) Maintaining an effective system of joint consultation with trade union appointed safety representatives and, where elected, non trade union representatives of employee safety, as appropriate, and providing safety representatives with appropriate resources, including time off to enable them to carry out their functions.
- i) Maintaining arrangements for co-ordination and co-operation with other employers where Sport Aberdeen employees or clients share premises, facilities or activities with persons working in other organisations; and
- j) Ensuring that the demands of activities do not exceed the capabilities of staff or clients to carry out work without risk to themselves or others.

5 Recruitment & Selection

Recruitment plays a fundamental and crucial role in the day-to-day functioning and development of Sport Aberdeen. Successful recruitment depends upon selecting applicants with the appropriate level of skills, competencies and qualifications who will readily identify with the objectives, values and vision of



the Sport Aberdeen and will see themselves as making a positive and innovative contribution towards them.

Recruiters have considerable contact with customers and the public and the recruitment process is often the first experience a potential employee has of the Sport Aberdeen. It is therefore important that the process is as professional as possible and promotes a positive image and profile of Sport Aberdeen.

6 Equal Opportunities

Vision Statement

We are committed to promoting equality of opportunity, and to going beyond our 3 public equality duties on disability, gender and race by promoting equality on wider grounds including age, religion or belief, and sexual orientation - as an employer, as a service provider, in partnership, and in our public duties. We will create a culture that values all the differences that employees and communities bring, and which values openness, fairness, transparency and reward and recognition based on ability and achievement only. We will continually strive to maintain an environment in which people from all backgrounds can live and work together harmoniously by challenging unlawful or unfair discrimination, prejudice, stereotyping, harassment and undignified and disrespectful behaviour. We want everyone in Aberdeen to have an equal opportunity to work, learn and live free from discrimination and victimisation, including those who experience social deprivation.

7 Industrial Relations

i.) Grievances

Sport Aberdeen recognises that a grievance procedure must be provided whereby employees who have problems or concerns about their work, working conditions or relationships can raise their concerns with management without fear of censure. Sport Aberdeen similarly recognises that any grievance, whether from an individual or a group, must be dealt with speedily, fairly and equitably, as near to the point of origin as possible, within agreed time limits and using the same procedure.

Until all stages of the grievance procedure have been exhausted, there shall be no departure from normal working arrangements by either party. This procedure applies to all employees of Sport Aberdeen, regardless of status.

This procedure is limited to an individual employee raising an individual grievance regarding his or her own employment. It does not cover a collective grievance, which if not resolved would form the basis of a dispute, which may be brought by a trade union on behalf of a group of members. This should be brought through the Sport Aberdeen's Dispute Resolution Procedure (Element 4 of the Framework Agreement for Industrial Relations).

Former employees who wish to raise a grievance once they have left their employment with Sport Aberdeen do not have access to this procedure. They must set out in writing their grievance and the basis for it. An appropriate senior manager must then set out a response in writing. There is no requirement to have a hearing and the individual has no right of appeal.

Core principles

- grievances will be dealt with promptly and confidentially
- both employees and management must be committed to finding a fair and speedy resolution to grievances in order to maintain effective and harmonious working relationships
- every reasonable effort should be made to resolve grievances informally between the employee and his/her line manager
- the aim is to settle grievances at as low a level as possible
- every employee should be made aware of the existence of the grievance procedure and how to access it
- throughout the procedure, special allowances should be made for those employees whose first language is not English or who have difficulty expressing themselves. The same applies to employees with a disability
- the employee has the right to be accompanied by a trade union representative or work colleague of their choice at each stage of the formal procedure. The employee will not however be permitted to be accompanied by a legal practitioner, partner or spouse
- a confidential record should be kept of proceedings and any outcomes or recommendations.

ii.) Policy Statements

Discipline

It is the policy of Sport Aberdeen to maintain effective working relationships with and between our employees. We require our employees to conform to acceptable standards of behaviour at work and are committed to supporting and encouraging our employees, at all times, to achieve these standards.

Nevertheless, from time to time, an employee's behaviour may fall below what is considered acceptable which will necessitate recourse to this Managing Discipline Procedure.

This procedure provides a framework to ensure rules and standards of behaviour are applied in a fair, consistent and systematic manner whilst recognising that each case must be treated on its merits taking account of individual circumstances.

It is recognised that in the interest of good employee relations that issues of discipline should be dealt with as speedily as practicably possible to allow a return for all to normal working.

Supporting Work Performance

Employees have a contractual duty to perform their duties to the standards required by their employer. Managers are responsible for managing performance which includes standard setting, monitoring and taking appropriate action when these are not met.

This procedure provides a framework to ensure that individual work performance issues are managed through early intervention on a fair and consistent basis, where the opportunity for improvement (i.e. to close the performance gap between expected and actual performance) is offered to each individual. It aims to outline the corporate position in relation to dealing with work performance in a performance management context rather than addressing such issues through the disciplinary route.

Sport Aberdeen will follow a process where the employee is informed of problems with their work performance, given the opportunity to respond to allegations and provided with the necessary support to meet the required standards. The employee will be warned of the consequences of failure to improve, which could ultimately result in dismissal for capability reasons.

Attendance

Sport Aberdeen is committed to maximising attendance at work. All employees have a contractual duty to attend regularly for work. Managers are responsible for managing attendance once a 'trigger' for action has been reached. High attendance levels are vital for Sport Aberdeen to achieve its stated objectives. Sport Aberdeen will support employees with a view to maximising attendance.

The policy provides a framework to ensure that individual attendance issues are managed through early intervention based on the individual circumstances of each case. In cases of short term sickness absence, a determination will initially be made as to whether there is any underlying medical problem. If so, the matter will be regarded as a 'capability' issue and addressed through the relevant part of this procedure, in conjunction with the occupational health doctor. If not, then the matter will be regarded as a 'conduct' issue and will be addressed through the "Managing Discipline" procedure.

With regard to long term sickness absence, these cases will be managed in accordance with the relevant part of this procedure, in consultation and advice with Sport Aberdeen's occupational health service provider.

An eventual outcome in respect of both long and short term sickness absence cases, where an underlying medical problem exists, could be dismissal on grounds of capability due to ill health or ill health retirement, where the strict ill

health retirement criteria are met. However, Sport Aberdeen will endeavour to provide all reasonable assistance and support to employees to help them improve their attendance, before termination of employment is considered.

Whistle Blowing

In order to comply with statutory responsibilities as required by the Public Interest Disclosure Act 1998 and to promote good employment practice, this procedure (currently being finalised) seeks to encourage a climate of openness in the workplace where workers can raise their concerns without fear of reprisals.

- This procedure provides workers with the opportunity to bring to the attention of Sport Aberdeen issues of serious wrongdoing or malpractice within the workplace. Where the disclosure of such matters is in the public interest, the procedure details the steps a worker should take to raise the concern, in confidence, and provides a guarantee that the individual will not suffer any detriment as a result.
- The public has a right to expect high standards of service. When these are not met and are due to individual acts, omissions or corporate failings then this needs to be addressed. This procedure allows a worker to report such matters to their employer. Within the procedure there are a number of categories under which an issue can be raised
- The principles and guidance outlined in this procedure have been developed to implement the Public Interest Disclosure Act 1998 and to complement Sport Aberdeen's Code of Conduct for Employees (currently being developed).
- Sport Aberdeen has a Complaints Procedure for the public that allows for issues of concern, relating to the provision of services to the public, to be raised. It also has a Grievance Procedure that deals with individual and collective problems that employees have as a result of their employment.

The 'Whistle-blowing Procedure' does not replace either of the above but complements them by identifying a process whereby workers can raise matters of concern, have these investigated, and be given the assurance of no reprisals by the employer, where the worker has reasonable suspicion of the alleged act(s).

Sport Aberdeen's HR Manager has been identified as the post responsible for coordinating the provisions of this procedure. This includes the lead role for determining whether complaints can be considered under this procedure and ensuring any identified action is taken as a result of complaints being investigated.

Appendix 2: Report to Aberdeen City Council's Finance and Resources Committee, 17th June 2010.

For internal consultees:

"NOT FOR PUBLICATION"

This report is circulated for consultation purposes only and must not be discussed or the contents released to anyone or any organisation outwith the Council. You should only discuss this with authorised Council employees. If you are in any doubt about who you are able to disclose this information to please contact the report author or your Corporate Director or Head of Service. If you are a member of a trade union and you are being consulted on this report as part of the Council's formal consultation procedures please adhere to these arrangements and contact the Head of Human Resources if you require any further advice."

For external consultees:

"NOT FOR PUBLICATION"

This report is a draft report, which is circulated for consultation purposes only. The information in this report may be of a sensitive nature and may not yet be in the public domain. The Council ask that if you have any questions about what information is sensitive or who you may consult further on the contents of the report, you contact the report author who will be happy to assist you."

ABERDEEN CITY COUNCIL

COMMITTEE:	Finance and Resources
DATE:	17 June 2010
DIRECTOR	Annette Bruton
TITLE OF REPORT:	Transfer of Sports Service to Sport Aberdeen
REPORT NUMBER:	ECS/10/059

1. PURPOSE OF REPORT

The report provides feedback on negotiations between the City Council and the Sport Aberdeen Board. The report also provides details of the Corporate Plan submitted by Sport Aberdeen for the remainder of 2010/11, and seeks Members approval to confirm the transfer of the City Council's sports service to Sport Aberdeen for a ten year period.

2. RECOMMENDATIONS

That the Committee:

- i. Agrees to transfer the City Council's sports service to Sport Aberdeen for a 10 year period, in line with a Transfer Agreement, a Funding and Service Provision Agreement, (both referred to in this report), and ancillary documents, on 1 July 2010, or as soon as possible thereafter.
- ii. Authorises officers to continue negotiations with Sport Aberdeen and its advisors over the specific terms of the Transfer Agreement, and Funding and Service Provision Agreement and ancillary documents between the City Council and Sport Aberdeen.

- iii. Endorses Sport Aberdeen's corporate plan for the remainder of 2010/11.
- iv. Agrees that the City Council will pay Sport Aberdeen £5 million to operate the City Council's sports service for 2010/11, (based on a total annual cost of £6.3 million).
- v. Confirms that it will act as guarantor for Sport Aberdeen in relation to the pension fund, and in the event that Sport Aberdeen should cease to exist, will guarantee up to £295,000 as required to meet these liabilities.
- vi. The City Council will meet any costs arising from outstanding contractual or employment issues lodged prior to the date of transfer.

3. FINANCIAL IMPLICATIONS

It is expected that through a combination of efficiencies and a reduction in buildings rates, resulting from Sport Aberdeen operating as a registered charity, savings of approximately £550K per annum should be achieved and this is reflected in the total net running cost to the Council of £6.3 million per annum.

Sport Aberdeen has submitted their corporate plan, setting out how they propose to meet the Council's requirements, and the cost of providing the services. A summary of this plan is included as Appendix 1 to this report.

This document, which has been the subject of considerable negotiation between the Sport Aberdeen board and council officers, sets out a figure of approximately £6.7 million, as the annual cost for the company to provide the services. An exercise has been carried out to remove the estimated spend from the first quarter year of the budget, which would leave a figure of approximately £5 million for the remainder of the year from 1 July 2010.

The reason for the slight increase in costs for the first year is primarily due to irrecoverable Value Added Tax costs and is the best estimate at this point in time. This will be subject to confirmation of the VAT status by Her Majesty's Revenues and Customs (HMRC) and it is envisaged that following confirmation of the VAT status additional VAT benefits will accrue. The other additional costs are incidental start up costs in relation to marketing, professional fees and the rental of office space all of which will be met from existing budgets and contingency where appropriate.

Pension arrangements – In the event that Sport Aberdeen should cease to exist, those employees who are members of the pension fund and are over the age of 50/ 55 years, are entitled to immediate payment of benefits. The pension fund actuary has calculated a figure of £295,000 as required to meet these liabilities, and this is the figure that the City Council would need to agree to guarantee.

4. SERVICE & COMMUNITY IMPACT

The report links to Outcome 13 of the Single Outcome Agreement: We take pride in a strong, fair and inclusive national identity.

The report relates to all the objectives in the Arts, Heritage and Sport strand of the Community Plan.

It is intended that Sport Aberdeen will play a major part in helping the City Council to deliver the new Sport and Physical Activity Strategy, 'Fit for the Future'. Sport Aberdeen will also help to deliver the following sports objectives within Vibrant, Dynamic and Forward Looking:

- Increase participation in sport, provide support for athletes and reward excellence
- Ensure high quality, well-managed sports facilities in Aberdeen
- Recognise the contribution of Sport, Culture and Arts to promoting the area as a tourist destination
- Promote the City as a tourist destination
- Recognise the role of Sport and Arts in tackling anti-social behaviour.

5. OTHER IMPLICATIONS

The legal documentation has been produced or reviewed by the Council's legal advisers, Brodies.

The relationship between the City Council and Sport Aberdeen will be governed by the following three key legal documents:

- Transfer Agreement
- Funding and Service Provision Agreement
- Facilities Licence Agreement

If the recommendations contained within the report are agreed, all City Council staff currently engaged within the services, which are transferring to Sport Aberdeen, will transfer under the Transfer of Undertakings (Protection of Employment), (TUPE) Regulations (2006). This means that their contractual terms and conditions are safeguarded as part of the transfer. Positive ongoing engagement has taken place with relevant trade unions throughout this process, and details of any proposed changes or measures relating to staff terms and conditions have been formally notified to trade unions within the prescribed consultation period.

A number of staff who are due to transfer to Sport Aberdeen have outstanding appeals in relation to the Equal Pay and Modernisation scheme, which may result in amended pay grades, and potential for 'back pay'. It is acknowledged that the City Council would be responsible for any historical costs arising from such processes, and this is therefore reflected in the recommendations above.

6. REPORT

Work has been ongoing for sometime to transfer the sports function from the City Council to Sport Aberdeen. Detailed discussions have taken place through the Sports Trust Project Board/ Working Group, which has met on a regular basis over the last 18 months, to oversee the transfer process.

Draft legal documents were issued to the Sport Aberdeen Board in early October 2009. Following a considerable due diligence process by Sport Aberdeen and their legal advisers over the last 6 months, Sport Aberdeen have now returned revised drafts of both the Transfer Agreement and the Funding and Service Provision Agreement.

As part of the discussions with the Sport Aberdeen Board, a number changes have been proposed to the specification for the services to be provided by the company. These are as follows:

- Linksfield Swimming Pool – given that Linksfield Swimming Pool is due to close in October 2010, to enable the demolition of Linksfield campus, and the development of the new 50 metre pool and aquatics centre, it is now proposed that the pool stays within the City Council until the closure.
- Leaping Leopards crèche service – given concerns about lack on compatibility with the core business of Sport Aberdeen, it is proposed that Leaping Leopards city-wide crèche service be retained by the City Council. However, it is proposed that there would be a service level agreement being established between the City Council and Sport Aberdeen, to enable Leaping Leopards to continue to operate the crèches located within sports facilities.
- Northfield Swimming Pool – is an expensive facility to operate, given the relatively low public usage. It is proposed that the pool is re-designated as a performance and training facility, catering predominantly for swimming lessons and swimming clubs. It is however proposed that a limited amount of public sessions on two or three occasions per week would be offered at the most popular times, to cater for local users. This change in emphasis is estimated to save in the region of £200,000 per annum. Some concern was raised about the potential impact of this change in conjunction with the closure of Summerhill Swimming Pool. However, Summerhill Pool currently caters predominantly for group/ club lets, and swimming lessons, which provide their own lifeguarding, and could potentially be relocated to Northfield Pool under these proposed arrangements.
- Beach Leisure Centre – a separate paper to committee addresses concerns about the condition of the heating and ventilation plant at the Beach Leisure Centre.

The above changes mean that the list of facilities and services, which would transfer, are as set on Appendix 2 to this report.

Whilst there are a number of details and issues still to be resolved through further discussion and negotiation with Sport Aberdeen prior to the proposed

transfer date of 1 July 2010. However, the re-drafts of the Transfer Agreement and the Funding and Service Provision Agreement do not raise issues of sufficient significance that officers consider that they need to be referred to this Committee, given the scope of the key principles agreed by this Committee at its meeting on 17 September 2009.

Officers believe that Sports Aberdeen's corporate plan demonstrates that the company understands the key elements of operating the Council's sports service, and have established workable financial arrangements, which indicate that they should be able to operate and develop the services in an efficient manner, which helps to achieve the City Council strategic and financial objectives.

Pension arrangements – Provisional agreement has already been given by the Pensions Panel, which acts on behalf of the administering authority, for Sport Aberdeen to join the Pension Fund. However, the Pensions Panel needs confirmation from the City Council, as an employer within the Scheme that it will act as guarantor for scheme benefits. Resources Committee on 25 November 2008 agreed to the principle of the City Council acting as guarantor for employees, within the Council's pension scheme, who transfer to Sport Aberdeen.

In the event that Sport Aberdeen should cease to exist, those employees who are members of the pension fund and are over the age of 50/ 55 years, are entitled to immediate payment of benefits. The pension fund actuary has calculated a figure of £295,000 as required to meet these liabilities, and this is the figure that the City Council would need to agree to guarantee. If the City Council agrees to any additional employees of Sport Aberdeen becoming members of the pension scheme, the guarantee would extend to cover their membership.

7. REPORT AUTHOR DETAILS

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8. BACKGROUND PAPERS

- Sport Aberdeen Corporate Plan 2010-2011
- Updated versions of Transfer Agreement; Funding and Service Provision Agreement; and the Facilities Licence Agreement

PART 2 – SERVICES SPECIFICATION

SERVICES SPECIFICATION

SECTION A – SERVICES DESCRIPTIONS

The Company shall operate each of the Facilities in accordance with Good Industry Practice and in a manner which meets the Strategic Objectives contained in Section C and shall (without limitation) provide the Services described in this Section in a manner that delivers the outcomes and meets the service levels set out in Section B.

Without prejudice to its general obligation to provide the Services to the standards described in the immediately preceding paragraph, the Company shall actively consult and engage with relevant partners who may assist the Company in meeting its obligations and objectives.

The Service Descriptions and Outcomes and Service Levels may be added to or otherwise modified from time to time to meet any changes to the Strategic Objectives and where otherwise required by the Council.

SECTION B – OUTCOMES AND SERVICE LEVELS

SERVICE NAME	
A.	FACILITIES – SERVICE DELIVERY
1.	Increased participation in sports and physical activities - general public
2.	Increased participation in sports and physical activities - target groups and equalities
3.	Collaborate with active forum partners and associated service providers to maximise the community benefits of physical activity and sport
4.	Collaboration with sports stakeholders to develop sustainable sports development pathways in targeted sports and establish qualified support and resources
5.	Contribute to improved profile for sport in Aberdeen
6.	Deliver a city-wide aquatics programme
7.	Manage and develop COAST
B	FACILITIES – OPERATIONAL / ENVIRONMENT
1.	Improve the customer experience
C.	SCHOOL SPORT/PHYSICAL ACTIVITIES – ACTIVE SCHOOLS AND ASSOCIATED SERVICES
1.	Build a sustainable volunteer network and provide an appropriate volunteering infrastructure for Active Schools within the schools and wider community
2.	Provide opportunities for all children and young people to participate in physical activity and sport to enable the creation of pathways from the school to the wider community
3.	Increase participation in sport amongst "hard to reach groups" by adopting a targeted approach
4.	Active Schools and SportScotland
D.	COMMUNITY SPORT/PHYSICAL ACTIVITIES – ACTIVE COMMUNITIES AND ASSOCIATED SERVICES

<ol style="list-style-type: none"> 1. Promote active lifestyles by identifying opportunities to increase physical activity levels amongst citizens of Aberdeen
E. PRESCHOOL PHYSICAL ACTIVITY / PLAY / SPORT PROGRAMMES
<ol style="list-style-type: none"> 1. Manage and develop crèche facilities and holiday camps in support of social inclusion and participation in physical activities and sports
<ol style="list-style-type: none"> 2. Develop service quality assurance in accordance with Care Commission and Scottish Social Services Council Guidelines
F. BOOKINGS, LETTINGS AND MEMBERSHIP SERVICES
<ol style="list-style-type: none"> 1. Manage sports facility bookings system
<ol style="list-style-type: none"> 2. Manage the lettings process for schools and community centres
<ol style="list-style-type: none"> 3. Manage sports facility memberships
G. MANAGEMENT OBLIGATIONS
<ol style="list-style-type: none"> 1. Support the financial viability of the Services by increasing revenue
<ol style="list-style-type: none"> 2. Implement Quality Assurance through performance bench marking and national quality systems to support the best value operations and delivery
<ol style="list-style-type: none"> 3. Implement policies in respect of health and safety including child protection
H. MISCELLANEOUS
<ol style="list-style-type: none"> 1. Provide the Services in a way that compliments and is consistent with Services being provided to the residents of Aberdeen by the Council to maximise operational and cost efficiencies

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KEY

In this Part of the Schedule, the following words and expressions shall have the following meanings (unless the context otherwise requires):

“Aberdeen Sports Village”	means the new Regional Sports Centre, located on Linksfield Road, Aberdeen, and operated by Aberdeen Sports Village (ASV) charitable company, which opened in August 2009. Funding for the new facility came from a partnership between the University of Aberdeen, the Council and SportScotland.
“Academic Institutions”	means Schools; Colleges of Further and Higher Education; and Universities.
“ACCORD Card”	means the Council's smartcard system, which enables particular categories of Aberdeen City residents to gain concessions and access to local services. In a number of cases, this is offered in conjunction with the National Entitlement Card, which gives access to additional national services.
“ACE Membership”	means the name given to the Council's Sports Membership scheme. The scheme offers memberships, which give individuals access to all Council sports facilities, whereby holders pay for access to sports services via monthly direct debit payments.
“Active Aberdeen”	means the Aberdeen City community planning partnership forum tasked with co-ordinating a city-wide approach to improving and developing sport and physical activity.
“Active Communities Development Officers”	means the Council's sports development team, which works with local communities and partners to develop opportunities for groups and individuals to become more involved with sport and physical activity. The Active Communities Development Officers support voluntary sports clubs, sports coaches and officials to develop their ability to provide communities with a range of sporting experiences.
“Active Aberdeen Forum Partners”	means the organisations which make up the Active Aberdeen Forum.
“Active Schools Service”	means the Aberdeen Active Schools team, who are responsible for putting in place and driving forward a range of planned activities in both school and community settings to help encourage children and young people's participation in the physical activity and sport across Aberdeen.
“Active Schools”	means the national Active Schools programme, which is a key element in the Scottish Government's drive to get more Scots more active; a commitment outlined in the National Physical Activity Strategy, 'Let's Make Scotland More Active', and is co-ordinated and funded via SportScotland. The fundamental aim of Active Schools is to offer all children and young people the opportunities and motivations to adopt active, healthy lifestyles now and into adulthood.
“Active Schools Steering Group”	means a forum of partner agencies which supports the Aberdeen Active Schools team in developing and implementing the Active Schools programme, and which meets at least 3 times per year.
“ADHD”	means attention deficit hyperactivity disorder.

“Associated Schools Group” or “ASG”	means a group made up senior representatives from a Council secondary school, and from each of the feeder primary schools, which meet on a regular basis to plan and co-ordinate relevant joint-working initiatives, (eg. around school transitions).
“BARR”	means the British Association of Road Running, which is an organisation that seeks to promote, monitor and recognise high quality road running events.
“Charter Mark”	means a nationally accredited award which recognises quality management arrangements within organisations and services which provide customer-focussed services.
“Childcare Partnership”	means a local partnership established to promote, develop and support the provision of high quality local childcare provision.
“Chris Anderson Trust”	means the charity, which assists in the development of sporting talent among young people in the North-east, providing grants for under-18's and recognising outstanding achievement by the annual award of the Chris Anderson Memorial Medal. The trust also supports grass roots development by providing skills schools in a wide range of sports. The Trust was set up in 1988 to honour the memory of Chris Anderson, and to recognise the contribution and commitment he made to sport in the North East of Scotland. (registered charity SC039271).
“CHP”	means Combined Heat and Power systems, which are used within large buildings or complexes to reuse excess energy and heat generated within one area, within another.
“Clubs”	means voluntary sport, leisure and community clubs and organisations, which operate for the good of local people. Many clubs hire the use of sports and educational facilities via the bookings and lettings system, for their activities.
“ClubCap”	means an initiative developed by the Council and Aberdeenshire Council to provide a quality award for local sports clubs, which recognises and demonstrates good practice, particularly in the
“COAST”	means the City of Aberdeen Swimming Team, which is a composite elite swimming squad, made up of suitably talented swimmers from the majority of swimming clubs within Aberdeen. COAST was established and funded by the Council, and is supported by a voluntary committee made up of representatives of each of the feeder swimming clubs.
“Community Centres”	means Council buildings, located within local communities, and used for a wide variety of community, recreational and learning activities.
“Community Clubs”	means as ‘clubs’ above, though only those with a community, rather than a sports focus.
“Neighbourhood Community Planning”	means the Council’s localised approach to community planning, (see below), delivered across 37 neighbourhoods, and co-ordinated by Neighbourhood Community Planning Officers.
“Community Learning and Development Service or CLD”	means the Council’s Community Learning and Development Service, (formerly known as Community Education), which seeks to provide learning outcomes.

“Community Planning”	means the process lead by local authorities, such as the Council, whereby various public sector agencies seek to work collaboratively to achieve better local outcomes, and meet community needs.
“Community Networks”	means networks of local community representative groups, including Community Councils, Community Forums, tenants and residents groups, and parent councils, with whom the Council’s Neighbourhood Community Planning Officers regularly engage.
“Community Safety”	means the process of working in partnership with various agencies to reduce crime and the fear of crime, which is generally co-ordinated by the Council, via a Community Safety Partnership.
“Community Training Unit”	means the Council’s service, which co-ordinates and arranges training opportunities aimed at improving the employability of local people.
“Customer Focus Group”	means groups made up of service customers brought together on an occasional basis, with the specific objective of providing feedback on services, or to discuss proposals for service developments.
“Electronic MI Systems”	means purpose developed, computerised management information systems, which provide an integrated approach to bookings, lettings, memberships, and cash till functions, charging, and the provision of management information.
“Garthdee Snowsports”	means the Aberdeen Snowsports Centre, based at Garthdee , Aberdeen, which offers an artificial, downhill ski slope, and all weather pitch, and ski; snowboard and tubing tuition and activities. The facilities are operated by an independent charitable company, specific to these facilities.
“Grampian Coaching”	means a partnership of local authorities, regional governing bodies of sport, and sport Scotland, aimed at co-ordinating and improving the opportunities for sports coaching, via coach education and other initiatives.
“Grampian Institute of Sport”	means a partnership of local authorities, regional governing bodies of sport, and sport Scotland, aimed at providing specialist services and support to elite sportspersons in the Grampian area, who have achieved particularly national recognised standards within their sports, and are selected to receive this support.
“GREC”	means the Grampian Racial Equality Council.
“JSLA”	means the Junior Sports Leaders Awards, which is an introductory course aimed at getting young people involved in sports coaching/ leadership.
“Investors in People”	means a nationally recognised quality award for businesses and organisations, which demonstrates that they manage their staff in a planned and developmental manner
“Medical Practitioners”	means doctors, dentists etc., who work at a local level, and within hospitals and clinics, to improve the health of the community.
“MUGA”	means Multi Use Games Areas, which are normally enclosed, outdoor sports courts, which are often floodlit, with tarmac or synthetic surfaces, which can be used a range of different sports and games. They are normally no bigger than 60 x 40 metres in size, above which they are often known as all weather pitches, or astro-turf pitches.

“PE”	means Physical Education delivered as part of the curriculum for local schools.
“RIDDOR”	means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995
“SEN”	means Special Educational Needs, which is a term used within school education for pupils who require additional support, often as a result of particular learning disabilities.
“SIMD”	means the Scottish Index of Multiple Deprivation, which uses a number of criteria to rank localised data zones across Scotland in terms of their levels of deprivation. These are increasingly be used to prioritise services and allocate government funding.
“SOA”	means the Single Outcome Agreement, which is the partnership agreement between the Scottish Government and individual local authorities, which sets out a range of local outcomes to be delivered in return for government funding.
“SPORTA”	means a national membership association made up of representatives of sports, leisure and cultural trusts throughout the United Kingdom.
“Sports Club Representatives”	means representatives or committee members from local sports clubs.
“Sports Council”	means Aberdeen Sports Council, which is a membership body made up of sports clubs, which operate within Aberdeen City, and which seeks to represent the interests of local voluntary sports clubs.
“Sports Leaders UK”	means the national organisation, which delivers and the Junior Sports Leaders Awards and Sports Leaders Award courses.
“SportScotland”	means the national sports agency for Scotland, based in Glasgow, which leads the strategic development of sport in Scotland, on behalf of the Scottish Government.
“Transition Extreme”	means a new sports facility located in the Beach Boulevard area of Aberdeen, operated by an independent Board, and which provides an indoor skatepark and artificial rock-climbing facilities.
“Voluntary Sector (ACVO)”	means the Aberdeen Council of Voluntary Organisations, which is an umbrella body which represents the interests, and promotes the work of various voluntary organisations and charities which operate in Aberdeen.

THE COMPANY – OUTCOME SPECIFICATION

A. THE FACILITIES – SERVICE DELIVERY OUTCOMES

OPERATIONAL OUTCOME 1

INCREASED PARTICIPATION IN SPORTS AND PHYSICAL ACTIVITIES - GENERAL PUBLIC

ACTIVITY NAME	Activities Programme
NO.	A1.1
ACTION	<p>Establish an activities programme in each Facility that, while recognising individual Facility capacities, takes into account:</p> <ul style="list-style-type: none"> ▪ Existing programmes and patterns of use, long established user groups and clubs ▪ the outcomes of local community/neighbourhood engagement actions and the requirements of local interest groups and organisations ▪ Council corporate strategic objectives for physical activity and sport as expressed in the relevant Council strategies (eg 'Fit for the Future' 2009) ▪ national objectives for physical activity and sport as defined in the SOA and other strategic documentation produced by the Scottish Government and SportScotland ▪ other relevant Strategic Objectives ▪ current best practice and new ideas within the leisure industry..
AGREED SERVICE LEVEL	Discreet flexible activity programmes established in all centres in accordance with Facility capabilities; desired community outcomes; Strategic Objectives; incorporating a range of different sports and non-sport activities at both peak and off peak times at all Facilities.

ACTIVITY NAME	Community Engagement
NO.	A1.2

ACTION	Develop community engagement with local groups and individuals through meetings, questionnaires and other actions to identify 'gaps' in service delivery which can be rectified by Facility managers.
AGREED SERVICE LEVEL	An ongoing programme of community engagement is established and implemented in order to identify any 'gaps' in service delivered which can be rectified by Facility managers.

ACTIVITY NAME	Quality assured coaches, tutors and teachers
NO.	A1.3
ACTION	Recruit, induct and train quality assured coaches, instructors and teachers to support the delivery of activities and programmes both in and out of the Facilities.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Appropriate personnel recruited ▪ Appropriate personnel quality assured ▪ Personnel database progressively developed

ACTIVITY NAME	Volunteers
NO.	A1.4
ACTION	Recruit, induct and train quality assured volunteers to support the delivery of activities and programmes both in and out of the Facilities.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Volunteers recruited • Volunteers are quality assured • Volunteer database progressively developed

ACTIVITY NAME	Health and Well Being Learning Programmes
NO.	A1.5

ACTION	Work, as appropriate, with NHS Grampian, the Food Standards Agency, Grampian Institute of Sport and Community Learning and Development Service to develop and provide health and well being learning programmes in the community in relation to health & hygiene; food, nutrition and related dietary topics; and personal fitness
AGREED SERVICE LEVEL	Health and well being learning programmes developed and on offer in designated Facilities

ACTIVITY NAME	Coach and Volunteer Training and Development
NO.	A1.6
ACTION	Work with Grampian Coaching, the Community Learning and Development Service and the Council's Community Training Unit to deliver training & development opportunities appropriate to the respective needs of coaches and volunteers (such as coaching, leadership and youth achievement awards)
AGREED SERVICE LEVEL	Coach and volunteer training & development programmes to be identified and in place

OPERATIONAL OUTCOME 2

INCREASED PARTICIPATION IN SPORTS AND PHYSICAL ACTIVITIES – TARGET GROUPS AND EQUALITIES

ACTIVITY NAME	Equal Opportunities Delivery Plan
NO.	A2.1
ACTION	Devise an Equal Opportunities Sports Delivery Plan based on the outcomes of an Equalities Assessment conducted the Company in Aberdeen to ensure that Facility programmes are aligned with stated Council social inclusion objectives
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Equalities assessment undertaken ▪ Equal Opportunities Sports Delivery Plan developed for

	Facilities
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ACTIVITY NAME	Activities / Programmes to increase target groups participation
NO.	A2.2
ACTION	<p>Establish a range of Activities/programmes that aim to increase the participation of target groups* in the local Community</p> <p>*target groups = girls and women; ethnic groupings; disabled groupings; citizens (over 55s) as set out in the Council strategic documents</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> Discreet flexible and appropriate programmes established in Facilities as appropriate to local need and available resources Increased participation within relevant target groups (as measured against previous years)

ACTIVITY NAME	Target Group Engagement
NO.	A2.3
ACTION	<p>Develop annually a target group engagement plan through consultation with appropriate community stakeholders and interest groups that identifies current requirements of the target groups and identify 'gaps' in current service provision</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> Target Group Engagement Plan developed annually Engagement actions/consultation undertaken in the community in accordance with a plan timetable

OPERATIONAL OUTCOME 3

COLLABORATION WITH ACTIVE FORUM PARTNERS AND ASSOCIATED SERVICE PROVIDERS TO MAXIMISE THE COMMUNITY BENEFITS OF PHYSICAL ACTIVITY AND SPORT

ACTIVITY NAME	Social inclusion and regeneration initiatives
NO.	A3.1
ACTION	Work with Grampian Police, other agencies and Council services (such as the Community Safety Service) to support social inclusion and regeneration initiatives in selected areas of the city (eg through undertaking regular communications, granting access to sports facilities, providing qualified staff and suitable equipment, agreeing a pricing structure, which enables socially inclusive / regeneration activities to take place with Grampian Police and other stakeholders as appropriate, arranging marketing and publicity and general working on joint ventures)
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Joint working with Grampian Police and others (as appropriate) on social inclusion and regeneration activities ▪ Social inclusion and regeneration initiatives progressively implemented on a sustainable basis within all regeneration areas in Aberdeen

ACTIVITY NAME	Health Improvement Initiatives
NO.	A3.2
ACTION	Working with NHS Grampian and other health and well being agencies and groups to support health improvement initiatives in the city through regular communications, providing facility access to NHS target groups, arranging appropriate activities programmes, providing staff and equipment, arranging marketing and publicity and other joint working opportunities.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Joint working with NHS Grampian and other health and well being partners on health improvement initiatives ▪ Health improvement initiatives progressively implemented, particularly in regeneration areas, in Aberdeen

ACTIVITY NAME	Research Data
NO.	A3.3
ACTION	Work with Active Aberdeen Forum Partners, Grampian Police, NHS Grampian, Academic Institutions and other groups as appropriate to produce informative data to facilitate further research, and increase community awareness of physical activity and sports 'impacts' in the community
AGREED SERVICE LEVEL	Contribute to relevant reports and research data on sport and physical activity

OPERATIONAL OUTCOME 4

COLLABORATION WITH SPORTS STAKEHOLDERS TO DEVELOP SUSTAINABLE SPORTS DEVELOPMENT PATHWAYS IN TARGETED SPORTS AND ESTABLISH QUALIFIED SUPPORT AND RESOURCES

ACTIVITY NAME	Sports Development – Facility access
NO.	A4.1
ACTION	Work with the Council, local sports clubs and national governing bodies of sport (as appropriate) to arrange access for participants to appropriate Facilities and coaching /teaching personnel across all sports, with a particular emphasis on the Council's identified target sports at an introductory/beginner level
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Communications established with local sports and national governing bodies of sport ▪ Provide access to target sports for participants established at identified Facilities at agreed times ▪ Sports participants identified, and opportunities provided for progression within target sports

ACTIVITY NAME	Sports performance - progression frameworks
NO.	A4.2

ACTION	Work with Active Aberdeen Forum partners and local / national sports associations to establish performance progression route frameworks for identified talented sportsmen and women selected through agreed criteria in each sport and arrange access to higher level coaching opportunities
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Specialist performance centres identified and established for target sports ▪ Higher level coaching opportunities identified for target sports ▪ Talented sportsmen and women identified, engaged in progression routes and improving in target sports

ACTIVITY NAME	Sports performance – business partnerships
NO.	A4.3
ACTION	Work with the business community through the offer of corporate memberships, the establishment of preferential access to Facilities and raising business awareness of potential publicity opportunities through sport to identify common goals and source of funding to support sports performance development-
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Communications with business interests expanded and common goals identified ▪ Business sponsorship and funding opportunities identified and realised ▪ Corporate memberships established and promoted

OPERATIONAL OUTCOME 5

CONTRIBUTE TO IMPROVED PROFILE FOR SPORT IN ABERDEEN

ACTIVITY NAME	Company launch
NO.	A5.1

ACTION	Work with the Council and other organisations as required to organise launch a event for the Company
AGREED SERVICE LEVEL	Launch Event organised and completed successfully

ACTIVITY NAME	Sports events
NO.	A5.2
ACTION	Work to attract regional and national events and competitions (including schools competitions), conferences and other high profile sporting events and competitions to Aberdeen
AGREED SERVICE LEVEL	Annual programme of sporting events, competitions, conferences and related activities progressively developed

OPERATIONAL OUTCOME 6

DELIVER CITY WIDE AQUATICS PROGRAMME

ACTIVITY NAME	Learn to swim Programme
NO.	A6.1
ACTION	Manage city wide learn to swim programme in swimming pools including Primary 4 swimming lessons
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Operate a comprehensive and progressive city-wide Learn to Swim programme catering for all ages and abilities • Increase the number of participants with the Learn to Swim scheme from existing base line of 3,100 per annum • Provide a school term block of swimming lessons for every Primary 4 child within Aberdeen, to improve number of children who can swim • That, by the age of 10 years, a minimum of 60% of all Aberdeen children are able to swim unaided for at least

	<p>10 metres</p> <ul style="list-style-type: none"> • Provide opportunities within the aquatics programme for mother and toddler sessions, adult swimming lessons, water polo and diving instruction • Report quarterly on aquatics operations as a component of the Company's quarterly reporting to the Council
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ACTIVITY NAME	Aquatics Programme Quality Assurance
NO.	A6.2
ACTION	Periodic reviews of city wide aquatics operations to ensure that emerging opportunities are exploited and service delivery continues to meet customer's needs, and observance of national guidance
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • That the aquatics programme links closely with the guidance and direction provided by the national governing body for swimming in Scotland • That there are close links from the aquatics programme to sports development pathways for participants wishing to progress within the full range of aquatics disciplines, including close links with local swimming clubs and COAST • Undertake local marketing to assess service delivery against current local demands • Evidence customer satisfaction (eg through evaluating questionnaire responses)

ACTIVITY NAME	Aquatics Programme profile
NO.	A6.3
ACTION	Work to increase the public profile of city wide aquatics programme (eg through Company website, leafleting and advertising in media and facility noticeboards)

AGREED SERVICE LEVEL	Aquatics programme profile raised through:- <ul style="list-style-type: none"> • web presence • leaflet distribution • advertising in media, sport facilities and community centres
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OPERATIONAL OUTCOME 7

MANAGE AND DEVELOP CITY OF ABERDEEN SWIM TEAM (COAST)

ACTIVITY NAME	Performance swimming programme
NO.	A7.1
ACTION	Deliver a progressive performance swimming programme which, through the provision of the best possible facilities and access to high level coaching, ensures that clear performance pathways are in place for all performance swimmers to support them in reaching their maximum potential
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Produce performance swimmers capable of competing at national and international level (as measured by selections for Scottish and Great Britain teams) and improving the number of swimmers achieving national, world and Olympic standard times • Ensure that competitive swimmers of different standards have access to pool time and coaching for appropriate amount of time to enable them to progress in line with relevant governing body guidance

ACTIVITY NAME	COAST communications
NO.	A7.2
ACTION	Ensure communication links in place with COAST Steering Committee, local swimming club representatives, the Learn to

	Swim scheme, Scottish Swimming and parents
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Effective communications arrangements in place • That both Head Coach of COAST and an appropriate Company senior manager attend and contribute to regular monthly meetings with the COAST Steering Committee and provide relevant support and guidance wherever possible • Contribute, as required, to strategic swimming development initiatives and communications in conjunction with the Council and Scottish Swimming

ACTIVITY NAME	Public profile of COAST
NO.	A7.3
ACTION	Work to ensure that the public profile of COAST is developed through web presence, the publication of informative leaflets and communicating with the media, the Council and other stakeholders in respect of COAST swimmers achievements in competitions
AGREED SERVICE LEVEL	<p>Increased public profile of COAST evidenced by:-</p> <ul style="list-style-type: none"> • Appropriate web presence • Information leaflets produced and circulated • Production of press releases related to competition performance

B. THE FACILITIES - OPERATIONAL / ENVIRONMENT OUTCOMES

OPERATIONAL OUTCOME 1

IMPROVE THE CUSTOMER EXPERIENCE

ACTIVITY NAME	Facility opening and closing times
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NO.	B1.1
ACTION	<p>Whilst taking account of established patterns of use, and potential new demand, to periodically review Facility opening and closing times to ensure compliance with -</p> <ul style="list-style-type: none"> ▪ changing patterns in local demand ▪ conclusions arising from local customer feedback ▪ corporate strategic objectives for physical activity and sport ▪ national objectives for physical activity and sport ▪ the principles of cost effective operation ▪ service delivery objectives in this Part of the Schedule
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ appropriate opening and closing timetables established for each Facility ▪ ensure that all Facilities are open for a minimum of 98% of the published opening hours ▪ that all 'service failures' (ie periods when all or any part of a Facility are closed, during the published opening hours) are notified, together with the reasons, to the Council within three hours of the failure ▪ community engagement planning in place for each Facility ▪ city wide customer focus group established and meeting on a regular basis ▪ propose and implement appropriate peak and off peak times within the opening hours for all Facilities

ACTIVITY NAME	Facility pricing
NO.	B1.2
ACTION	<p>Annually review Facility pricing schedules taking into account:-</p> <ul style="list-style-type: none"> • The Council's pricing principles as set out in Part 8 of the Schedule; • The prices charged for comparable facilities and activities

	<p>across Scotland as set out in Sport Scotland's Digest of Sports Facility Charges;</p> <ul style="list-style-type: none"> • The business viability of Facility service delivery • Outcomes of customer feedback contained in service evaluation questionnaire responses • The strategic objectives of encouraging public participation in physical activity and sport; educating children to adopt active lifestyles and social inclusion
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • The Company's pricing schedules to be provided with the Business Plan, incorporating their application of the Council's pricing principles (including those set out in Part 8 of the Schedule) • Pricing schedules to evidence consideration given to:- <ul style="list-style-type: none"> • Community engagement and customer responses; • Service objectives within this specification, notably the need to encourage social inclusion; • Access by school aged children

ACTIVITY NAME	Cleaning standards
NO.	B1.3
ACTION	Implement cleaning schedules which are appropriate to each Facility, are recorded and which evidence customer satisfaction and satisfy periodic internal and external inspection.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Ensure that the level of cleanliness throughout a Facility is kept to a standard as would be expected of public sports facilities ▪ Ensure that high standards of hygiene are maintained in

	<p>areas where hygiene is critical</p> <ul style="list-style-type: none"> ▪ Ensure that periodic hygiene tests are carried out by a specialist and action taken immediately on any recommendations provided ▪ Follow a planned and documented cleaning regime with an evidenced process of review ▪ incorporate scrutiny of perceived standards within its programme of customer surveying ▪ above 95% of customer responses evidence 'satisfaction' or better in service evaluation questionnaire responses regarding facility cleanliness
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ACTIVITY NAME	Facility and equipment maintenance
NO.	B1.4
ACTION	<p>Devise and Implement appropriate facility and equipment maintenance schedules appropriate to each Facility which:</p> <ul style="list-style-type: none"> • enable (in the case of the Facilities) the Company to meet its obligations under the Licence • in the case of equipment, meet external compliance standards (such as specified by manufacturers where appropriate) and serve to minimise periods of operational closure and equipment malfunction
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Compliance with all operating and maintenance manuals produced by third parties for the components of the Facility • Facility operation and maintenance in accordance with all applicable law and regulations and Good Industry Practice • Planned and reactive maintenance, inspect and repair activities are carried out by appropriately trained and competent personnel and in accordance with agreed

	<p>timescales</p> <ul style="list-style-type: none"> • Maintenance and repair activity is in compliance with the requirements and provisions of the Licence • Written schedule records are regularly maintained and available for external inspection • 95% or above of customer responses in relation to Facility and equipment maintenance in service evaluation questionnaires indicate 'satisfaction' or better • Satisfactory inspection reports from external assessors / inspectors • Records of any unplanned closures are maintained and available for inspection
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ACTIVITY NAME	Health & Safety policy and procedures (Facilities)
NO.	B1.5
ACTION	Establish and develop a Health & Safety policy and procedures to include Health & Safety risk assessments for all Facilities in accordance with current legal requirements and best practice to ensure absolute customer and employee well being and have in place up to date risk assessments undertaken to satisfy external Health & Safety Audit requirements
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ satisfactory internal and external reports received and available for public inspection ▪ risk assessments and other Health & Safety records established and retained for public scrutiny and on public view as appropriate

ACTIVITY NAME	Environmental Policy and Impacts
NO.	B1.6

ACTION	<p>Develop and ensure compliance with a comprehensive environmental policy which shall set out the Company's policy on minimising the impact on the environment of the activities of the Company.</p> <p>The policy should conform with the Council's Environmental Management Policy Statement (and other Council policies in force from time to time) particularly in respect of:-</p> <ul style="list-style-type: none"> ▪ the management of energy consumption and reduced energy usage in centres ▪ efficient and appropriate use of transport and equipment ▪ minimising pollution and emissions arising from operational practices ▪ efficient management of waste within Facilities.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ discreet Environmental Policy developed ▪ Facility energy consumption targets set and reported ▪ energy conservation measures identified per Facility, implemented and reported ▪ waste generation levels per Facility identified, targets set, implemented and reported

ACTIVITY NAME	Staff Training and development
NO.	B1.7
ACTION	Establish an appropriate training & development programme to ensure staff awareness of, and compliance with, responsibilities in respect of current health & safety requirements, child protection, customer care and basic competence in ICT
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ training & development programme in respect of H&S, child protection, customer care, ICT and other training needs as identified, devised and in operation ▪ staff disclosure documentation maintained

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|--|---|
| | <ul style="list-style-type: none"> ▪ staff development activities and attainments recorded |
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C. SCHOOL SPORT/PHYSICAL ACTIVITIES – ACTIVE SCHOOLS AND ASSOCIATED SERVICES

OPERATIONAL OUTCOME 1

BUILD A SUSTAINABLE VOLUNTEER NETWORK AND PROVIDE AN APPROPRIATE VOLUNTEERING INFRASTRUCTURE FOR ACTIVE SCHOOLS WITHIN THE SCHOOL AND WIDER COMMUNITY

ACTIVITY NAME	Management of Active Schools volunteers
NO.	C1.1
ACTION	Implement management policies and procedures governing the recruitment, competence, activities and disclosure of Active Schools volunteers
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Annually review current policies and procedures for managing Active Schools volunteers against service requirement and current legislation and update as required ▪ All Active Schools volunteers to be effectively screened through Disclosure Scotland checks ▪ Meet volunteering targets contained within the Active Schools Annual Action Plan.

OPERATIONAL OUTCOME 2

PROVIDE OPPORTUNITIES FOR ALL CHILDREN AND YOUNG PEOPLE TO PARTICIPATE IN PHYSICAL ACTIVITY AND SPORT AND TO ENABLE THE CREATION OF PATHWAYS FROM THE SCHOOL TO THE WIDER COMMUNITY.

ACTIVITY NAME	Active Schools Activity Programmes
NO.	C2.1
ACTION	Develop discreet Active Schools programmes of physical activity and sport for all children in primary, secondary and ASN schools in and out of school.

	Develop collaboration with Nursery Schools to raise awareness and increase popularity of physical activity and sport in nursery age pupils.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Active Schools programmes are in place in all primary, secondary and ASN schools in Aberdeen ▪ Collaboration progressively developing with nursery schools

ACTIVITY NAME	School - Community Pathways
NO.	C2.2
ACTION	Sporting pathways from schools to clubs are supported and developed
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Sporting pathways between schools and clubs are progressively developed

ACTIVITY NAME	Active Schools Partnerships
NO.	C2.3
ACTION	<p>Develop collaborative actions between Active Schools and key sports partners* to facilitate the maximisation of resources and encourage effective transitions by young people from school to community participation in physical activities and sports</p> <p>*key partners – Grampian Police; NHS Grampian; Active Forum Members; Local Sports Clubs and Associations; Community Learning and Development Service</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Maintain Active Schools representation on the Active Aberdeen Forum (or future equivalent) ▪ Undertake joint activities with other Sports Trusts* and key sports partners

	*Sports Trusts – Aberdeen Sports Village; Sports; Garthdee Alpine Sports; Transition Extreme
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OPERATIONAL OUTCOME 3

INCREASE PARTICIPATION AMONGST “HARD TO REACH GROUPS” BY ADOPTING A TARGETED APPROACH

ACTIVITY NAME	Active Schools Target Groups
NO.	C3.1
ACTION	<p>Work to ensure the activity and sport needs of Target Groups* are understood and a schedule of activities to address those needs is implemented.</p> <p>*Target Groups – girls and young women; pupils assessed as having discreet needs; pupils from ethnic minorities; pupils living in designated regeneration areas</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> Activity and sport needs of target groups identified and discreet activity programmes progressively developed in and out of schools

ACTIVITY NAME	‘Inclusion For All’ Training
NO.	C3.2
ACTION	Training for individuals delivering within Active Schools is provided to develop an understanding of the activity needs of all children and young people
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ‘Inclusion’ training to be available for all personnel delivering Active Schools activities in and out of school All coaches / volunteers to be made aware of inclusion issues and how to respond when appropriate.

OPERATIONAL OUTCOME 4**ACTIVE SCHOOLS AND SPORTSCOTLAND**

ACTIVITY NAME	Active Schools Steering Group and Annual Plan
NO.	C4.1
ACTION	The Company will facilitate and support the Active Schools Steering Group (or equivalent), and lead the implementation, monitoring and reporting of the Active Schools programme in line with the terms and conditions of the four year Active Schools Partnership Agreement between the City Council and SportScotland, and the development and implementation of Active Schools Annual Action Plan.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Meetings of the Active Schools Steering Group to be organised at least 3 times per year within Aberdeen City ▪ Membership of the Active Schools Steering Group will be annually reviewed to ensure linkage with other sports stakeholders is current (Council, Community Learning and Development Service, School PE, NHS Grampian, Educational Institutions, Aberdeen Sports Village, and SportScotland) ▪ Active Schools Action Plan and School Cluster Plans to be produced yearly and agreed by SportScotland ▪ Active Schools monitoring and reporting to be as directed by SportScotland and information accrued made available to the Council

D. COMMUNITY SPORT/PHYSICAL ACTIVITIES –ACTIVE COMMUNITIES AND ASSOCIATED SERVICES OUTCOMES**OPERATIONAL OUTCOME 1****PROMOTE ACTIVE LIFESTYLES BY IDENTIFYING OPPORTUNITIES TO INCREASE PHYSICAL ACTIVITY LEVELS AMONGST CITIZENS OF ABERDEEN**

ACTIVITY NAME	Promotion of Community Sports & Activities
NO.	D1.1
ACTION	<p>Undertake a sports and physical activity audit to identify gaps in provision in local communities across Aberdeen.</p> <p>Based on the sports and physical activity audit, establish programmes that will target specific groups within communities</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • New targeted programmes to be established in local communities on a yearly basis

ACTIVITY NAME	Publication of Club Sports & Physical Activity Information
NO.	D1.2
ACTION	Compile, publish and maintain on an ongoing basis sports and physical activity information on clubs via a Club Directory in liaison as required with the Council Library Service
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Produce and regularly update Club Directory application form/flyer and circulate to clubs • Maintain and regularly update information on appropriate websites • Undertake an annual review of the Club Directory and distribute city wide

ACTIVITY NAME	High Profile Sports Events
NO.	D1.3
ACTION	<p>Ensure the delivery of high profile, high quality sports events including: -</p> <ul style="list-style-type: none"> • Sports Person of the Year Awards • City of Aberdeen Baker Hughes 10K race incorporating

	<p>wheelchair race and family fun run;</p> <ul style="list-style-type: none"> • City of Aberdeen Bowling Tournament; • City of Aberdeen Tennis Tournament.
AGREED SERVICE LEVEL	<p>Successful conclusion of events as specified including administrative tasks as specified below for each event:-</p> <p>City of Aberdeen Sports Person of the Year Awards:-</p> <ul style="list-style-type: none"> • Co-working with the key partners (ie Aberdeen Sports Council, the Chris Anderson Trust and the Council) to plan and deliver the joint annual sports awards evening; • Co-ordination of the nominations and selection process to ensure appropriate partner input in the process; • Involvement of civic leaders, VIPs and talented sportsmen and women to facilitate heightened event profile in Aberdeen <p>City of Aberdeen Baker Hughes 10k Race incorporating wheelchair race and family fun run:-</p> <ul style="list-style-type: none"> • Maintenance and further development of external sponsorship • Event delivery conducted within industry standard health and safety guidelines • BARR Gold Grade for event organisation retained; • Events promoted as a key element of Scotland's road racing programme • Participant and partner feedback collected to support annual improvement <p>City of Aberdeen Bowling Tournament:-</p> <ul style="list-style-type: none"> • Event to conform to current (from time to time) Tournament Organisation guidelines (or similar) issued by the Scottish Bowling Association

	<p>City of Aberdeen Tennis Tournament:-</p> <ul style="list-style-type: none"> • Event to conform to current (from time to time) Tournament Organisation guidelines as endorsed by Tennis Scotland
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E. PRE SCHOOL PHYSICAL ACTIVITY / PLAY / SPORT PROGRAMMES – OUTCOMES

OPERATIONAL OUTCOME 1

MANAGE AND DEVELOP CRECHE FACILITIES AND HOLIDAY CAMPS IN SUPPORT OF SOCIAL INCLUSION AND PARTICIPATION IN PHYSICAL ACTIVITIES AND SPORTS

ACTIVITY NAME	Registered crèches
NUMBER	E1.1
ACTION	Play activities will be organised and managed in identified crèches at sports facilities and other locations for pre school children under the supervision of suitably qualified staff in accordance with Care Commission regulations and guidelines
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • All established crèches will be registered with the Care Commission and subject to audit • All crèche staff will be qualified in accordance with current Care Commission requirements and have enhanced disclosure

ACTIVITY NAME	Holiday activity camps
NUMBER	E1.2
ACTION	Manage holiday camps for young children to encourage participation in healthy physical and sports activities
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • All holiday activity camps will be managed in accordance with Care Commission guidelines • All holiday camp staff will be suitably qualified and have

	enhanced disclosure
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E: PRE SCHOOL PHYSICAL ACTIVITY / PLAY / SPORT PROGRAMMES – OUTCOMES

OPERATIONAL OUTCOME 2

DEVELOP SERVICE QUALITY ASSURANCE IN ACCORDANCE WITH CARE COMMISSION AND SCOTTISH SOCIAL SERVICES COUNCIL GUIDELINES

ACTIVITY NAME	Pre school service quality assurance
NUMBER	E2.1
ACTION	<p>Work towards achieving a national 'excellent' service grading (Grade 6) as defined by the Care Commission for all service crèches.</p> <p>Provide crèche staff training and development in accordance with Care Commission and SSSC staffing guidelines</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • All crèches will achieve a Care Commission national grading and actions will be undertaken in each crèche to progressively improve upon the existing grade • Training programmes will be in place and reviewed annually to support appropriate staff training and development • All crèches will meet standards set by the Care Commission as evidenced in the achievement of Care Commission audit

F. BOOKINGS, LETTINGS AND MEMBERSHIP SERVICES – OUTCOMES

OPERATIONAL OUTCOME 1

MANAGE SPORTS FACILITY BOOKINGS SYSTEM

ACTIVITY NAME	Sport facility booking process
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NO.	F1.1
ACTION	<ul style="list-style-type: none"> • Manage existing booking process in respect of indoor and outdoor Facilities and report on operations • Ensure effective customer focused bookings service
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> ▪ Honour any bookings agreed in advance of the transfer of the operation of the Facilities to the Company ▪ Ensure that the bookings system is customer orientated and effective ▪ Reports on booking operation forwarded as a component of the Company's quarterly report to the Council ▪ Ensure a high level of customer satisfaction (eg as evidenced in service evaluation questionnaire responses)

OPERATIONAL OUTCOME 2

MANAGE THE LETTINGS PROCESS FOR SCHOOLS AND COMMUNITY CENTRES

ACTIVITY NAME	Lettings Process for Schools and Community Centres
NO.	F2.1
ACTION	Manage lettings process in respect of all City Council schools and community centres in a customer focused way and report on operations
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Honour all lettings for schools and community centres agreed for 2009/10 school year, including dealing with any queries, where appropriate, in conjunction with relevant Heads of Establishments or Facilities management staff • Ensure that any new lettings applications are dealt with in line with the existing lettings policies and procedures (as set out in Part 9 and in conjunction with relevant Heads of Establishments, Facility management and Council finance staff

	<ul style="list-style-type: none"> • Ensure that the lettings system is customer orientated and effective • Report on lettings operations forwarded as a component of the Company's quarterly report to the Council • High level of customer satisfaction as evidenced in service evaluation questionnaire responses
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ACTIVITY NAME	Public profile of community venues
NO.	F2.2
ACTION	Increase public profile of Council community venues via the Bookings and Lettings service
AGREED SERVICE LEVEL	<p>Actively promote use of the Council community venues by:-</p> <ul style="list-style-type: none"> • Company website • Information leaflet distribution • Use of advertising

OPERATIONAL OUTCOME 3

MANAGE SPORTS FACILITY MEMBERSHIPS

ACTIVITY NAME	Membership Schemes
NO.	F3.1
ACTION	<p>Manage existing sports facility membership schemes* from date of transfer ensuring compliance with relevant data protection legislation.</p> <p>*Schemes = ACE Membership Scheme; Golf Season Ticket Scheme; Access to Leisure Scheme; Bowling Membership Scheme</p>

AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Co-operate with the Council to ensure seamless transfer of sports facility membership schemes • Ensure that the membership schemes are customer orientated and effective as evidenced by customer responses to service evaluation questionnaires
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ACTIVITY NAME	Accord Card Scheme
NO.	F3.2
ACTION	Manage transition of sports membership schemes to Corporate ACCORD CARD Scheme in liason with Council staff
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Liase with the Council to ensure seamless transition to ACCORD Scheme • Transition completed and ACCORD Scheme operational for sports memberships

ACTIVITY NAME	Public profile of the membership schemes
NO.	F3.3
ACTION	Act to raise the public profile of Membership Schemes in the community
AGREED SERVICE LEVEL	<p>Promote use of all Membership Schemes through:-</p> <ul style="list-style-type: none"> • Company website • Information leaflet distribution • Other advertising options as deemed appropriate

ACTIVITY NAME	Membership Scheme reporting
NO.	F3.4

ACTION	Report on Membership Schemes operations
AGREED SERVICE LEVEL	Report on Membership Schemes operations as a component of the Company's quarterly report to the Council

G. THE COMPANY'S MANAGEMENT OBLIGATIONS – OUTCOMES

OPERATIONAL OUTCOME 1

SUPPORT THE FINANCIAL VIABILITY OF THE SERVICES BY INCREASING REVENUE STREAMS

ACTIVITY NAME	External grant funding for sport and physical activity
NO.	G1.1
ACTION	Attract external grant funding to facilitate progressive annual reductions in Council funding and increased awareness of external grant funding sources within local community group, leading to increased local funding for sport and physical activity
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> Progressively increased external grant support, leading to reduced reliance on Council funding for the Company Increased community awareness of external grant sources and funding application processes as evidenced by increasing external grant awards to community groups for physical activity and sport projects

ACTIVITY NAME	Business funding for sport and physical activity
NO.	G1.2
ACTION	Attract business funding to the Company to facilitate progressive annual reductions in Council grant aid and further develop linkages with the business community in Aberdeen
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> Progressive increases in business funding leading to reducing reliance on the Council funding to the Company

OPERATIONAL OUTCOME 2

IMPLEMENT QUALITY ASSURANCE THROUGH PERFORMANCE BENCH MARKING AND NATIONAL QUALITY SYSTEMS TO SUPPORT BEST VALUE OPERATIONS AND DELIVERY

ACTIVITY NAME	Bench marking of service delivery
NO.	G2.1
ACTION	Introduce and maintain regular bench marking of service delivery with other Sports Trusts (via SPORTA) through performance data recording and report subsequent outcomes
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Good practice and service efficiencies identified through bench marking • Data reported as a component in the Company's quarterly report to the Council

ACTIVITY NAME	Quality management systems
NO.	G2.2
ACTION	<ul style="list-style-type: none"> • Work towards achievement of national quality assurance awards appropriate to service delivery • Apply for and maintain a registration with the Quest system endorsed by SportScotland ("Quest") and properly utilise Quest as a reference for setting up and operative relevant procedures in line with best practice as indicated by Quest • Implement an agreed rolling programme of Quest accreditation across all indoor sports facilities • Consider other appropriate quality management systems (such as Investors in People) as a reference for setting up and operating best practice processes
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Quality awards reviewed and suitability assessed

	<ul style="list-style-type: none"> • All indoor sports facilities achieve Quest accreditation through a rolling programme within 10 years
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ACTIVITY NAME	Customer evaluation responses
NO.	G2.3
ACTION	Regularly engage with customers to gauge the operation of the Facilities against user expectations and take timely proactive actions in respect of 'negative' and 'unsatisfactory' customer responses
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Customer focus group established and consulted half yearly • Customer satisfaction questionnaire devised and distributed • Service responses to customer opinion evidenced and reported

ACTIVITY NAME	Quality systems for sports development
NUMBER	G2.4
ACTION	Encourage sports clubs operating within the Facilities to adopt good practice operating arrangements and, where possible, encourage them to register with the ClubCap scheme.
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Work with relevant sports clubs to help them achieve the various requirements of ClubCap and / or other appropriate governing body accreditation scheme, to promote good practice particularly in relation to child protection and health and safety matters • Support and provide incentives for sports clubs utilising the Facilities to achieve ClubCap accreditation. Incentives may include priority of booking, preferential pricing, enhanced promotional opportunities etc.

OPERATIONAL OUTCOME 3

IMPLEMENT POLICIES IN RESPECT OF HEALTH AND SAFETY INCLUDING CHILD PROTECTION

ACTIVITY NAME	Health and Safety
NO.	G3.1
ACTION	Establish and develop a Health and Safety Policy and Procedure including health and safety risk assessments for all Facilities and services, in accordance with current legal requirements and best practice including the Health and Safety Executive Safety in Swimming Pools guidance to ensure absolute customer and employee well being and have in place up to date risk assessments undertaken to satisfy external Health and Safety audit requirements
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • A comprehensive health and safety policy is developed and in place, which sets out as its overarching aim to control, or avoid, risks to the health and safety of employees, customers, and anyone visiting or working within the Facilities, or taking part in services. • All employees and directors are aware of their responsibilities in relation to the Health & Safety at Work Act 1974, and all other relevant health and safety legislation, including legislation relating to fire safety. • All employees of the Company comply with the Health & Safety at Work Act 1974 and all other relevant health and safety legislation, including legislation relating to fire safety. • Risk assessment and risk management policy incorporates a comprehensive risk analysis, with the objective of effectively identifying and minimising all hazards arising from the Facility and activities taking place within the Facility. • All employees receive appropriate health and safety information and training. • Detailed risk assessments and updated to risk

	<p>assessment and risk management procedure are undertaken following the introduction of all new activities as appropriate</p> <ul style="list-style-type: none"> • Satisfactory internal and external reports received and available for public inspection • Risk assessments and other health and safety records established and retained for public scrutiny and on public view as appropriate
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ACTIVITY NAME	Child and vulnerable adults protection
NO.	G3.2
ACTION	<p>Establish an appropriate and comprehensive Policy and Procedure in respect of Child and Vulnerable Adults Protection, always ensuring full compliance with current legal provisions and best current practice.</p> <p>Ensure child and vulnerable adults protection operational requirements are known and implemented by all Company staff</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Child Protection Policy and Procedure established • Child Protection Policy and Procedure circulated to all staff • Child Protection operational requirements, particularly in respect of Staff Disclosures, continuously implemented and in place • Sign up to the 'Accord 2006 for the Protection of Children in Scottish Sport' is signed

H: MISCELLANEOUS SERVICES

OPERATIONAL OUTCOME 1

MANAGEMENT AND DEVELOPMENT OF THE PROGRAMME AT THE BEACON COMMUNITY CENTRE

ACTIVITY NAME	Beacon Centre – General
NUMBER	H1.1
ACTION	<p>The Beacon Centre is operated through an arrangement with NYOP whereby all building and facility management will be provided as part of a 30-year agreement with the Council.</p> <p>The Company will be required to establish appropriate ongoing liaison arrangements including attending monthly meetings with the Council's 3Rs contract management team and the Council's facility management agent in relation to the performance of the building and facility management service provided to them at the Beacon Centre.</p> <p>The Company will comply with all building and facility management arrangements in conjunction with the Council's facility management agent.</p> <p>All of the facilities at the Beacon Centre will be available for use by the Company between 8am and 10pm daily as core hours within the contract.</p>
AGREED SERVICE LEVEL	<p>Comply with a number of specific provisions agreed by the Council to address community concerns for the management of the Beacon Centre, as follows:</p> <ul style="list-style-type: none"> • Prior to submitting any proposals to change the programme which is in place at transfer, the Company should be able to evidence that it has evaluated current usage as well as having taken account of the needs of the community both locally and city-wide in order to justify that alternative programmes would better address these needs. • Where charges are levied to existing user groups at the Beacon Centre are less than the charges for similar facilities within the Company, then the charges for existing user groups at the Beacon Centre will only be increased on a phased basis over up to a three year period, as agreed in June 2010.

	<ul style="list-style-type: none"> • Exercise flexibility to address local needs and circumstances through discounted rates. • Actively promote discretionary charging schemes such as Access to Leisure for Beacon Centre users in order to help subsidise access for priority groups for whom charges may be a deterrent to using the facilities. • Actively engage with the local community (possibly through a Beacon Centre users forum) to ensure that programmes at the Beacon Centre continue to meet local needs. • Where the Beacon Centre programme, including use of particular rooms or facilities, incorporate significant non-sports activities, including youth work, adult learning and non-sports activities, these will be programmed in liaison with the Council Community Learning and Development staff.
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ACTIVITY NAME	Beacon Community Centre – Use by Bucksburn Academy
NUMBER	H1.2
ACTION	Bucksburn Academy (including the former Marlpool Special School) to have use of the facilities at the Beacon Centre for their physical education and after school sports programme (at no cost to the Council).
AGREED SERVICE LEVEL	<p>Bucksburn Academy (and former Marlpool Special School) have access for school, extra-curricular and active schools activities as follows:</p> <ul style="list-style-type: none"> • Games Hall – priority use of half games hall on 5 days per week from 8.30am to 6pm. • First floor dance studio - priority use on 5 days per week from 8.30am to 6pm, though actual usage will be no more than 50% of these times. • Fitness studio – shared use by senior school pupils, (up to a maximum of 6 at any one time), alongside the

	<p>general public. Academy staff would be responsible for ensuring that all pupils are instructed on the safe and responsible usage of the facility. The Company has the right to request that any pupils misbehaving are excluded from use of the facility.</p> <p>Agree a programme of use by Bucksburn Academy on a termly or annual basis based on the above principles but where possible taking account of existing public and community users and potential growth and development of services.</p> <p>Negotiate, if appropriate, with appropriate school staff to provide opportunities for elements of the former Beacon Centre programme or new programme developments to use facilities within Bucksburn Academy (eg Kindergym or bowling use of the school gym or assembly halls).</p> <p>Regular liaison to take place on an ongoing basis and as and when required with physical education and other appropriate Bucksburn Academy staff to ensure the smooth operation of school and community use and exploit opportunities for joint working wherever possible.</p>
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ACTIVITY NAME	Beacon Community Centre – use by Community Learning and Development Service
NUMBER	H1.3
ACTION	Council's Community Learning and Development Service to have use of the facilities at the Beacon Community Centre (at no cost to the Council).
AGREED SERVICE LEVEL	<p>Community Learning and Development Service to have access as follows:-</p> <ul style="list-style-type: none"> Youth centre – exclusive use 7 days per week throughout the opening hours of Beacon Community Centre (with potential use of vacant time by the Company, to be negotiated with senior Community Learning and Development staff).

- First floor small meeting room – exclusive use 7 days per week as a Community Learning and Development staff office.
- First floor CLD Office – exclusive use 7 days per week as a Community Learning and Development staff office.
- Manager's Office - shared use of ground floor manager's office, by senior Community Learning and Development member of staff.
- Reception Office – one member of Community Learning and Development staff to have dedicated use of one work station within the ground floor reception office, on the understanding that this member of staff will take turns on covering the reception desk, during breaks etc.
- First floor large Board Room – priority use on 4 mornings, (Monday – Thursday) between 9.30am – 12.00pm), and 3 afternoons, (Tuesday – Thursday) between 12.30pm – 4.30pm for Community Learning and Development classes etc.
- GP Room 3 – priority use for Community Learning and Development organised adult learning programmes (including existing Dressmaking Class) for up to 4 mornings, 4 afternoons and 2 evening sessions per week (each session of up to 2.5 hours).
- First floor dance studio – priority use for Community Learning and Development organised activities on one weekday afternoon from 1.30pm to 3.30pm and one weekday evening from 6pm to 8pm each week (taking account the needs of Bankhead Academy) for youth dance-type activities.
- Games hall – priority use for Community Learning and Development organised youth work activities of half games hall on 2 evenings per week for one hour

	<p>sessions between 7pm to 10pm.</p> <ul style="list-style-type: none"> Youth Discos – on one Friday evening per month (dates to be agreed), Community Learning and Development will have use of the first floor dance studio, GP Room 3 and the Coffee Bar area, for youth disco events, between 7pm – 10pm. <p>Regular liaison to take place on an ongoing basis with Council Community Learning and Development staff to ensure the smooth operation of Community Learning and Development use and exploit opportunities for joint working wherever possible.</p>
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OPERATIONAL OUTCOME 2

MANAGEMENT AND DEVELOPMENT OF THE PROGRAMME AT THE ALEX COLLIE SPORTS AND COMMUNITY CENTRE

ACTIVITY NAME	Alex Collie Sports & Community Centre – General
NUMBER	H 2.1
ACTION	<p>The Alex Collie Sports & Community Centre currently operates full days, (between 9.00am and 10.00pm) on Monday, Wednesday & Fridays, and opens from 4.00pm onwards on Tuesdays & Thursdays.</p> <p>There are established partnership arrangements with two organisations, (Bridge of Don Academy and the Alex Collie Community Centre Management Committee), in relation to guaranteed use of parts of the programme.</p>
AGREED SERVICE LEVEL	That the established partnership arrangements with Bridge of Don Academy and the Alex Collie Community Centre Management Committee, in relation to guaranteed use of parts of the programme are continued.

ACTIVITY NAME	Alex Collie Sports & Community Centre – Use by Bridge of Don Academy
NUMBER	H2.2
ACTION	Bridge of Don Academy has use of the facilities at the Alex Collie Sports & Community Centre for their physical education during the two days when the Centre is currently closed (i.e. on Tuesdays & Thursdays before 4pm), (at no cost to the Council or the Academy). The Academy will only be liable for any additional costs incurred as a result of their use, (e.g. damage to equipment or the fabric of the building, or additional agreed cleaning resulting from their use).
AGREED SERVICE LEVEL	<p>Bridge of Don Academy have access for school, as follows:</p> <ul style="list-style-type: none"> • Tuesdays & Thursdays prior to 4pm. • Use of the facility at any other times would be subject to availability, and would be charged to the Academy at no more than normal junior charges. • It is a requirement of the use by the Academy that they provide the Company with records of numbers of pupils using the facility for each session, which can contribute towards the Company's overall records of attendance, and SPI return. <p>Regular liaison to take place on an ongoing basis and as and when required with physical education and other appropriate Bridge of Don Academy staff to ensure the smooth operation of school and community use and exploit opportunities for joint working wherever possible.</p> <p>In the event that the opening hours of the Alex Collie Sports & Community Centre were to change, negotiation should take place between the Company, the City Council and staff from Bridge of Don Academy to identify alternative comparable times of use for the Academy.</p>

ACTIVITY NAME	Alex Collie Sports & Community Centre – use by the
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	Community Centre Management Committee (Community Group)
NUMBER	H2.3
ACTION	Community Centre Management Committee (Community Group) to have use of the facilities at the Alex Collie Sports & Community Centre (at no cost to the Council or the Group).
AGREED SERVICE LEVEL	<p>Community Centre Management Committee (Community Group) to have access to the Centre as follows (at no cost to them or the Council):</p> <p>Whole Sports Hall</p> <ul style="list-style-type: none"> • 2 x 2 hour morning sessions for Senior/ 50+ Bowls (Wednesdays & Fridays) • 2 x 2 hour evening sessions for Girls Football (Mondays & Thursdays – 7.00 – 9.00pm) • 1 x 1 hour evening session for Recreational Badminton (Mondays – 8.00 – 9.00pm) • 1 x 2 hour evening session for Short Mat Bowls (Fridays – 7.00 – 9.00pm) <p>Coffee Bar/ Viewing Area</p> <ul style="list-style-type: none"> • 1 x 2 hour afternoon session per month for Over 55s Social Club (last Friday of each month – 2.00 – 4.00pm) <p>Creche Facility</p> <ul style="list-style-type: none"> • 1 x 2 hour evening use for Management Committee fundraising and development meetings (Mondays – 7.00 – 9.00pm between September to June) <p>Office/ Store Room (in former overspill changing room)</p> <ul style="list-style-type: none"> • Unlimited use for storage of Management Committee equipment, and administration functions.

	<p>GP Room</p> <ul style="list-style-type: none"> • 1 x 2 hour evening session for Shotokan Karate Coaching Session (Thursdays – 7.00 – 9.00pm) <p>Regular liaison to take place on an ongoing basis with the Management Group to ensure the smooth operation of their programme and exploit opportunities for joint working wherever possible.</p> <p>The Company to ensure that a member of the Centre Management team attends a Management Group meeting at least once every two months, to give management update, and receive feedback. At least twice year, a representative of the Company's senior management should meet with the Management Group to discuss joint working issues with the Company.</p>
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OPERATIONAL OUTCOME 3

MANAGEMENT AND DEVELOPMENT OF THE PROGRAMME AT TORRY YOUTH AND LEISURE CENTRE

ACTIVITY NAME	Torry Youth and Leisure Centre – General
NUMBER	H 3.1
ACTION	<p>Torry Youth and Leisure Centre was refurbished in 2006, to incorporate a number of facilities for Youth Work and Community Learning and Development, (CLD).</p> <p>The intention is that the overall facility will be managed by the Company, (in relation to building and facility management responsibilities), though there will be CLD Development staff based within the Centre, and there will be free access for CLD staff and programmes, as set out below.</p> <p>The Company will be required to establish appropriate ongoing liaison arrangements with the senior CLD member of staff based in the Centre in relation to building and facility management issues, and shared use of the facilities.</p>

AGREED SERVICE LEVEL	Appropriate ongoing liaison arrangements are in place between the Company and the senior CLD member of staff based in the Centre in relation to building and facility management issues, and shared use of the facilities.
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ACTIVITY NAME	Torrey Youth & Leisure Centre – use by Community Learning and Development Service
NUMBER	H 3.2
ACTION	Council's Community Learning and Development Service to have use of the facilities at the Torrey Youth & Leisure Centre (at no extra cost to the Council).
AGREED SERVICE LEVEL	<p>Community Learning and Development Service to have access to Torrey Youth and Leisure Centre as follows:-</p> <ul style="list-style-type: none"> • Youth Drop-in Facility – priority use 7 days per week through out the opening hours of Torrey Youth and Leisure Centre, (though current use is 3 mornings; 5 lunchtimes; 3 afternoons; and 3 evenings per week for youth CLD activities). • Youth Information Centre and Community Office – exclusive use 7 days per week by Community Learning and Development staff. • Music Suite, (incorporating Recording Studio; Practice Room; and Store) – exclusive use for Community Learning and Development organised activities, (currently activities take place on weekdays, up to 9.45pm). • Games hall – priority use for Community Learning and Development organised youth work activities of whole games hall on 5 evenings per week for maximum of one hour sessions between 7pm to 9pm. • Staff Kitchen and Servery – shared use between the Company and CLD staff.

	<ul style="list-style-type: none"> • Foyer Area – occasional use for children’s parties; meetings etc., to be agreed between both parties. • Reception – the Company would staff this facility, as required, and take occasional enquiries, and provide access to other parts of the building, (on a prearranged basis), to CLD users and groups. <p>Regular liaison to take place on an ongoing basis with Council Community Learning and Development staff to ensure the smooth operation of Community Learning and Development use and exploit opportunities for joint working wherever possible.</p> <p>Potential use of vacant time within CLD facilities by the Company, to be negotiated with senior Community Learning and Development staff.</p>
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OPERATIONAL OUTCOME 4

USE OF OUTDOOR SPORTS FACILITIES BY THE CITY COUNCIL EVENTS TEAM

ACTIVITY NAME	Council Events Team – use of outdoor sports facilities
NUMBER	H4.1
ACTION	<p>Council Events Team has permanent use of one of the former Sports fields (known as the Events Field) in Hazlehead Park.</p> <p>Special events throughout the year which require use of outdoor sports facilities to be provided at no additional cost.</p>
AGREED SERVICE LEVEL	<ul style="list-style-type: none"> • Annually, early in each calendar year, meeting to take place with the Council Events Team to agree the specific dates for the year ahead and liaison to take place as and when required to deal with any changes or additions to the programme of events. • Significant and regular events that impact on use of outdoor sports facilities include:- <ul style="list-style-type: none"> - Football pitches adjacent to the Events Field at

Hazlehead Park used as car parking for the City of Aberdeen Highland Games in June and occasional other special events off season

- Cricket pitches in Duthie Park used during the cricket season (on Sundays), for charity events, sponsored walks and other similar events, City of Aberdeen Clydesdale horse and pony shows (a weekend during August), during the summer for the 'BP Summer Big Screen' opera event (up to one week) and at other times during the cricket off season
- Cricket pitches at Queen's Links for large marquee events during the cricket off season

- Council Events Team to aim to give the Company a minimum of 4 weeks notice prior to accepting books for any special events which require use of outdoor sports facilities.
- The Company will be reimbursed in respect of income from sports users who are displaced as a result of special events as referred to above and which take place during the relevant sports season.
- Company to advise sports users affected by such events in good time to enable them to make alternative arrangements or plan fixtures / training accordingly.
- Damage to outdoor sports facilities resulting directly from use for such special events, and additional reasonable costs to the Company resulting from such special events, to be made good by Council Events Team or other event users.

OPERATIONAL OUTCOME 5

GROUNDS MAINTENANCE

ACTIVITY NAME	Grounds Maintenance
NUMBER	H 5.1
ACTION	<p>In relation to the contract between the City Council and ISS Waterers Landscape (a division of ISS Facility Services Limited) for the provision of Grounds Maintenance Services dated 4, 5 and 11 February 2010, the Council interest in is being assigned by the Council to the Company. Approximately 80% of the work included within this contract relates to premises and services which are to be operated by the Company, though approximately 20% of the work relates to Housing Amenity Areas of the Council.</p> <p>The Company is required to oversee the whole contract on behalf of the City Council.</p>
AGREED SERVICE LEVEL	<p>Ensure that grounds maintenance services is provided to Housing Amenity Areas of the City Council in accordance with the Minute of Agreement between the City Council and ISS Waterers Landscape (a division of ISS Facility Services Limited) for the provision of Grounds Maintenance Services dated 4, 5 and 11 February 2010, the City Council interest in which has been or will be assigned by the City Council to the Company by way of the Assignment.</p>

SECTION C – THE STRATEGIC OBJECTIVES

The Company acknowledges that the Strategic Objectives set out in the reports below may change according to further policies, procedures and guidelines issued by the Scottish Government, the Council and any other bodies or entities having responsibility for sporting and leisure activities in Scotland and the United Kingdom.

Any such changes to the Strategic Objectives which necessitate amendment to the Services and/or to the Service Level requirements may be reflected through the Change Control procedure in this Agreement.

The strategic context, national and local, will govern the output of Sport Aberdeen. Sport Aberdeen will maintain a close relationship with Aberdeen City Council and its Partners.

1. Scottish Government: Strategy for Sport – Reaching Higher (2007)
2. SportScotland: Vision for Sport Relative to Government (2008)
3. Fit for the Future (2008) - issued by the Council.

PART 3 – COUNCIL SUPPORT SERVICES

Financial, Payroll Revenues and Accounting Services

Information and Communication Technology Services

Human resources

Energy Management

Facilities Management (Delivery Services)

Creche Services

PART 4 – CHANGE CONTROL PROCEDURES

Section A – General Change Control

The provisions of this Section A apply to all Change Requests except to the extent specifically modified in Section B below in relation to Emergency Financial Changes (as defined in paragraph 13).

- 1 The Council or the Company may submit to the other (as the case may be) a Change Request. Subject to Clause 18.6, only changes that are approved or determined in accordance with this Part 4 will be valid. Subject to paragraphs 7 and 16.2 below, the Council will be under no obligation to accept any Change Request.
- 2 The Company acknowledges and accepts that at any time the Council may submit Change Requests to the Company requiring a Change.
- 3 In the event that the Council submits a Change Request, the Company will submit to the Council as soon as is reasonably practicable (and in any event within twenty Working Days, unless the parties agree otherwise) after receiving that Change Request a Change Request Quotation. Any submission of a Change Request by the Company will include a Change Request Quotation. A Change Request from the Company will not be valid unless it includes a Change Request Quotation. The Change Request Quotation will include:
 - 3.1 an evaluation on the feasibility of the Change Request and the impact (if any) on
 - 3.1.1 the Services;
 - 3.1.2 the Services Specification;
 - 3.1.3 the terms of the Business Plan and the level of the Service Payments;
 - 3.1.4 the terms of this Agreement;
 - 3.1.5 the terms of the Transfer Agreement; and / or
 - 3.1.6 the Licence.
 - 3.2 implementation timescales and arrangements in respect of the Change;
 - 3.3 a revised Business Plan and Services Specification reflecting the proposed Change;
 - 3.4 any other information that the Council may reasonably require.
- 4 For the purposes of calculating the impact (if any) of a Change on the level of Service Payments, the Company shall calculate such impact based on any potential income generated and the overall cost to it of :-
 - 4.1 implementing the Change (if any); and

- 4.2 providing the Services after the Change has been implemented;

it being recognised that a Change may result in an increase or decrease in the level of Service Payments being made by the Council to the Company, depending on whether the impact of the Change increases or decreases the overall cost to the Company of providing the Services.

- 5 After receipt of a Change Request Quotation, the Council may decide to:

- 5.1 inform the Company that the proposed change is an Approved Change Request, by giving notice in writing to the Company (which for the avoidance of doubt may be by electronic mail); or

- 5.2 request any additional information from the Company, in which case the period of time for acceptance of the Change Request Quotation set out in paragraph 6 below will be extended by a number of days equal to the number of days taken by the Company to provide that information; or

- 5.3 refuse the Change Request Quotation, allow the quotation to expire, or request more time (which the Company may choose to reject if acting reasonably and the original notified period for response is reasonable), in which case this Agreement and the Services will continue in force and remain unchanged and without prejudice, penalty or additional charge to the Council, unless otherwise agreed; or

- 5.4 require that the Company make such changes to the Change Request Quotation as the Council may require in order to approve it as an Approved Change Request and the Company shall make such changes to the Change Request Quotation unless it considers (acting reasonably) that such changes will make the Company's operations not commercially viable for the Company in which case either party may refer any matter in dispute for determination by an Expert in accordance with Clauses 4.12 and 4.13. Once the dispute has been determined by the Expert, the terms of the Change Request Quotation (as determined) shall become an Approved Change Request which shall be carried out and completed by the Company in accordance with paragraph 8, unless the Council objects to the decision of the Expert by notice in writing to the Company within 5 Working Days of such decision, in which case, the relevant Change Request Quotation will lapse and shall not be carried out and completed by the Company.

- 6 Subject to paragraph 5.2 above, the Change Request Quotation will remain open to be accepted by the Council for a period of thirty (30) days from the date of receipt by the Council (the "Acceptance Period"). Without prejudice to paragraph 5.4 where it applies, if the Council does not accept the Change Request Quotation in accordance with paragraph 5.1 above within the Acceptance Period then the Change Request Quotation will lapse.

- 7 If the Council or the Company requests a Necessary Change, subject to paragraphs 10 to 12 below, the procedures in paragraphs 3 to 8 will apply except that neither party will be able to reject a Change Request relating to a Necessary Change.

- 8 Upon the Council giving notice to the Company of an Approved Change Request in accordance with paragraph 5.1 above, the Company will carry out and complete the Approved Change Request, and this Agreement, the Transfer Agreement and / or the Licence will immediately be deemed to have been varied in accordance with the terms of the Approved Change Request.
- 9 Not used
- 10 The costs of preparing a Change Request and any related Change Request Quotations shall be borne by the party who requests the Change save where such Change Requests and Change Request Quotations relate to Necessary Changes, in which event the reasonable costs shall be borne
- 10.1.1 firstly out of any retained surplus or reserves which the Company may have; and
- 10.1.2 secondly, to the extent that the Company does not have a (sufficient) retained surplus or reserve, by the Council.
- 11 The costs arising as a result of the carrying out and completion of an Approved Change Request (irrespective of whether or not the Change was a Necessary Change) pursuant to paragraph 8 shall be reflected in adjusted Service Payments as agreed or determined in accordance with this Part but in calculating any adjustment to the Service Payments, due consideration is to be given to any retained Surplus or reserves which the Company may have.
- 12 The parties will use reasonable endeavours to avoid or mitigate the net costs of a Necessary Change and will co-operate with each other to this end.

Section B – Emergency Financial Change

- 13 The terms of this Section B apply to a request made by the Company for a Change in circumstances where the Company:-
- 13.1 believes (on reasonably grounds) that unless the Change is approved by the Council or otherwise determined pursuant to this Section then an event of a type specified in Clauses 16.1.2 to 16.1.6 (inclusive) and / or 16.1.8 is likely to occur in relation to the Company; and
- 13.2 has complied with its obligations under this Agreement including in particular but without limitation Clauses 3.2, 5.1 and 9.
- A Change of the type described in this paragraph 13 is called an “**Emergency Financial Change**”.
- 14 Any Change Request prepared by the Company which the Company submits as an Emergency Financial Change must:-
- 14.1 be clearly designated as such on the face of the Change Request;

- 14.2 give the reasons why the Company believes that unless the Change is approved or determined pursuant to this Section then an event of the type specified in Clauses 16.1.2 to 16.1.6 (inclusive) and / or 16.1.8 is likely to occur in relation to the Company; and
- 14.3 be accompanied by a Change Request Quotation.
- 15 A Change Request submitted as an Emergency Financial Change must be sent by the Company to the officers at the Council as nominated by the Council from time to time and copied to any individuals as nominated by the Council from time to time.
- 16 The provisions of Section A will apply to a Change Request submitted as an Emergency Financial Change, subject to the following provisions of this paragraph 16.
- 16.1 The Council will acknowledge the Change Request not later than 5 Working Days after its receipt and will at the same time notify the Company of any additional information it requires in order to be able to consider the Change Request.
- 16.2 Within 10 Working Days after receipt of the Change Request (or, if later, any additional information requested pursuant to paragraph 16.1) the Council will notify the Company whether it is prepared to approve the Change Request Quotation as an Approved Change Request or whether it requires the Company to make changes to the Change Request Quotation, in which case it shall (at the same time) indicate what changes it requires. To be clear, the Council cannot refuse outright pursuant to paragraph 5.3 above, a Change Request Quotation submitted as an Emergency Financial Change unless either:-
- 16.2.1 it disputes the reasons why the Company believes that unless the Change is approved or determined pursuant to this Section, then an event of a type specified in Clauses 16.1.2 to 16.1.6 (inclusive) and / or 16.1.8 is likely to occur in relation to the Company; and / or
- 16.2.2 it considers (acting reasonably) that the Company has not complied with its obligations under this Agreement including, in particular but without limitation, Clauses 3.2, 5.1 and 9.
- 16.3 If the Council either approves the Change Request Quotation submitted by the Company or the Company accepts the changes thereto required by the Council pursuant to paragraph 16.2 then the proposed Change will be treated as an Approved Change Request.
- 16.4 Where either:-
- 16.4.1 the Council has refused outright a Change Request submitted as an Emergency Financial Change pursuant to paragraphs 16.2.1 and / or 16.2.2; or
- 16.4.2 the Company does not consider that the changes that the Council requires the Company to make to the Change Request Quotation pursuant to paragraph 5.4

above, will prevent an event of a type specified in Clauses 16.1.2 to 16.1.6 (both inclusive) and / or 16.1.8 occurring in relation to the Company were it to otherwise continue to comply with its obligations under this Agreement on an ongoing basis;

then the Company shall be entitled to refer the dispute to an Expert to be dealt with in terms of Clauses 4.12 and 4.13 save that for the purposes of such Expert dispute resolution process.

16.5 The dispute may be referred to an Expert without the requirement to allow 30 days after the dispute has arisen to try and resolve it.

16.6 Either party may request that:-

16.6.1 in relation to a financial dispute, the President for the time being of the Institute of Chartered Accountants of Scotland; or

16.6.2 in relation to a dispute which is other than financial, the President for the time being of the Law Society of Scotland;

nominate the Expert should the parties be unable to agree to a joint nomination within 3 Working Days of a request by either party to do so.

16.7 Where the basis of the matter or matters in dispute relate to a requirement by the Council that the Company make changes to the Change Request Quotation in order to ensure that the overall cost to the Council of receiving the Services will not increase above the then current agreed level of Service Payments then both parties agree that the Expert shall be directed to reach a decision which will not result in an increase to the level of Service Payments then being paid by the Council under this Agreement. Subject to that proviso, the decision of the Expert shall be final and binding on the parties in accordance with Clause 4.13.6.

16.8 The Expert shall be invited to deliver his decision within 10 Working Days of his appointment (or such longer period as the Expert shall consider reasonable in all the circumstances).

PART 5 – ASSIGNED EMPLOYEES

LOCATION	EMP_NO	FORENAMES	SURNAME	CONS ENT FORM	AGE	JOB_TITLE	CONTINUOUS_SERVIC E_DATE	CONTRACT_N O	CONTRACT STATUS	GRADE	HOURLY RATE	PROTECTE D_PAY
ABERDEEN CITY WIDE	3360809	Aziz	Rahman	yes	56	LEISURE ATTENDANT	14 April 2010 1		Fixed term	G05	£ 7.03	
ABERDEEN CITY WIDE	3360825	Robert	Glassford	yes	54	LEISURE ATTENDANT	12 April 2010 1		Fixed term	G05	£ 7.03	
ABERDEEN CITY WIDE	3360884	Rachel	Harris	yes	23	LEISURE ATTENDANT	12 April 2010 1		Fixed term	G05	£ 7.03	
ABERDEEN CITY WIDE	3361029	Jayke	Martin	yes	39	LEISURE ATTENDANT	08 March 2010 1		Fixed term	G05	£ 7.03	
ABERDEEN CITY WIDE	3361053	Jonathon	Henderson	yes	24	LEISURE ATTENDANT	17 April 2010 1		Fixed term	G05	£ 7.03	
ABERDEEN CITY WIDE	3361061	Derek	Anderson	yes	42	LEISURE ATTENDANT	19 April 2010 1		Fixed term	G05	£ 7.03	
ABERDEEN CITY WIDE	3361229	Derbo	Musa	yes	31	LEISURE ATTENDANT	01 May 2010 1		Fixed term	G05	£ 7.03	
ABERDEEN CITY WIDE	3361289	Christopher	O'Brien	yes	29	LEISURE ATTENDANT	19 April 2010 1		Fixed term	G05	£ 7.03	
ALEX COLLIE SPORTS CENTRE	3633211	Connor	Stuart	yes	23	LEISURE ATTENDANT	23 April 2007 1		Permanent	G05	£ 7.03	0
BEACH COLLIE CENTRE	3633585	Michal	Pietrucin	yes	25	LIFEGUARD	23 May 2007 2		Permanent	G08	£ 8.40	
LINKSFIELD CENTRE ANNEXE	3386225	Andrinne Grace	Craig	yes	28	ACTIVE COMMUNITIES DEV OFFICER	06 June 1999 1		Permanent	G13	£ 15.92	0
LINKSFIELD CENTRE ANNEXE	3337384	John	Purcell	yes	38	ACTIVE COMMUNITIES DEV OFFICER	02 December 1996 1		Permanent	G13	£ 15.92	0
LINKSFIELD CENTRE ANNEXE	3396649	Bernadette	Reid	yes	48	ACTIVE COMMUNITIES DEV OFFICER	14 March 1995 1		Permanent	G13	£ 15.92	0
BEACH LEISURE CENTRE	3361211	Emily	Varga	yes	24	ADMINISTRATION ASSISTANT	29 March 2010 1		Fixed term	G07	£ 7.90	
BEACH LEISURE CENTRE	3307695	Stella	Farr	yes	51	ADMINISTRATION COORDINATOR	01 February 1999 1		Permanent	G07	£ 8.39	3687.7308
BEACH LEISURE CENTRE	3370732	Heather	Macdonald	yes	35	ADMINISTRATION COORDINATOR	08 October 2001 1		Permanent	G07	£ 8.39	1443.1984
BEACH LEISURE CENTRE	3636169	Susan	Morocco-Clarke	yes	37	BOOKINGS OFFICER	24 March 2009 2		Fixed term	G06	£ 7.45	
BEACH LEISURE CENTRE	3342812	Bankole	Adesuyi	yes	28	BOOKINGS OFFICER	17 June 2009 1		Permanent	G06	£ 7.45	
BEACH LEISURE CENTRE	3342985	Ashley Anne	Kirk	yes	24	MEMBERSHIP ADMINISTRATOR	01 September 2006 1		Permanent	G08	£ 8.40	
BEACH LEISURE CENTRE	3304049	Johanna	Stewart	yes	35	MEMBERSHIP ADMINISTRATOR	29 July 1996 1		Permanent	G08	£ 8.40	0
BEACH LEISURE CENTRE	3386067	Alleen	Dawson	yes	45	SWIMMING CO-ORDINATOR	17 November 2001 1		Permanent	G11	£ 11.64	0
BEACH LEISURE CENTRE	3367136	Lesley	Mathieson	yes	55	SWIMMING CO-ORDINATOR	01 April 2000 1		Permanent	G11	£ 11.64	0
BEACH LEISURE CENTRE	3398669	Wendy	Smith	yes	55	SWIMMING CO-ORDINATOR	19 November 2002 1		Permanent	G11	£ 11.64	0
BEACH LEISURE CENTRE	3361297	Graham	Dutton	yes	25	SWIMMING CO-ORDINATOR	05 May 2010 1		Permanent	G11	£ 11.64	0
BEACH LEISURE CENTRE	3312362	Julie-anne	Alexander	yes	36	SWIMMING TEACHER	07 June 2001 1		Permanent	G11	£ 11.64	0
BEACH LEISURE CENTRE	3311897	Fiona Kathryn	Shanks	yes	33	SWIMMING TEACHER	23 May 2005 1		Permanent	G11	£ 11.64	0
ALEX COLLIE SPORTS CENTRE	3614697	Dawn	Trykowski	yes	45	CLEANER	12 October 1998 1		Permanent	G04	£ 6.73	0
BALNAGASK GOLF COURSE	3606410	Keith	Donald	yes	50	LEISURE ATTENDANT	14 November 1994 1		Permanent	G06	£ 7.45	0
INSPIRE	3319600	Steven	Russell	yes	43	LEISURE SERVICES MANAGER	21 May 2007 1		Permanent	G16	£ 22.77	0
INSPIRE	3365123	David	Henderson	yes	35	AREA MANAGER	01 July 2000 1		Permanent	G15	£ 20.81	0
INSPIRE	3335757	Dianne	Breen	yes	41	AREA MANAGER	16 August 1993 1		Permanent	G15	£ 19.91	0
INSPIRE	3304626	David	Shaman	yes	48	AREA MANAGER	11 August 1993 1		Permanent	G15	£ 19.91	0
INSPIRE	3304669	Neil	Tennant	yes	47	AREA MANAGER	02 October 1989 1		Permanent	G15	£ 19.91	0

INSPIRE	3333961	Nigel	Spencer	yes	48 PROJECT OFFICER	01 February 1990	Permanent	G11	£	13.30	0
BEACH LEISURE CENTRE	3614236	Margaret	Forbes	yes	56 CATERING ASSISTANT	17 August 1998	Permanent	G06	£	7.45	0
BEACH LEISURE CENTRE	3627066	William	Hendry	yes	60 CLEANER	22 December 2003	Permanent	G04	£	6.73	0
BEACH LEISURE CENTRE	3621630	Matthew	Symon	yes	33 CLEANER	16 July 2001	Permanent	G04	£	6.73	0
BEACH LEISURE CENTRE	3331967	John	Gibson	yes	41 DUTY MANAGER	07 January 2008	Permanent	G11	£	11.64	0
BEACH LEISURE CENTRE	3304329	Grant	MacKnight	yes	36 DUTY MANAGER	18 December 1996	Permanent	G11	£	11.64	0
BEACH LEISURE CENTRE	3342918	Stephen	Quigley	yes	33 DUTY MANAGER	22 May 2000	Permanent	G11	£	11.64	0
BEACH LEISURE CENTRE	3342295	Christopher	Sellar	yes	24 DUTY MANAGER	08 June 2000	Permanent	G11	£	11.64	0
BEACH LEISURE CENTRE	3358715	Neil	Foster	yes	45 DUTY MANAGER	22 February 2010	Permanent	G11	£	11.64	0
BEACH LEISURE CENTRE	3348499	Nicola	Brown	yes	25 DUTY MANAGER	16 November 2009	Permanent	G11	£	11.64	0
BEACH LEISURE CENTRE	3607505	Stuart A	Carnegie	yes	41 GYM INSTRUCTOR	02 March 1996	Permanent	G09	£	9.18	0
BEACH LEISURE CENTRE	3618661	Andrew	Clark	yes	30 GYM INSTRUCTOR	17 May 2000	Permanent	G09	£	9.18	0
BEACH LEISURE CENTRE	3360963	Jade	Cane	yes	20 LEISURE ATTENDANT	05 April 2010	Fixed term	G05	£	7.03	0
BEACH LEISURE CENTRE	3357671	Philip Mark	Rowberry	yes	26 LEISURE ATTENDANT	01 March 2010	Fixed term	G05	£	7.03	0
BEACH LEISURE CENTRE	3633376	Graeme	Benzie	yes	55 LEISURE ATTENDANT	21 May 2007	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3626009	Jonathan	Cabralli	yes	30 LEISURE ATTENDANT	09 September 2003	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3358707	Jonathan	Lurie	yes	22 LEISURE ATTENDANT	22 February 2010	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3606244	Lilian	Miles	yes	43 LEISURE ATTENDANT	28 February 1991	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3612921	Karen	Reid	yes	43 LEISURE ATTENDANT	30 March 1998	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3624319	Anne	Wedderburn	yes	43 LEISURE ATTENDANT	03 September 2001	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3633593	Rosemary	Hardwick	yes	23 LIFE GUARD	15 February 2010	Fixed term	G08	£	8.40	0
BEACH LEISURE CENTRE	3359290	James	Atkinson	yes	27 LIFE GUARD	08 March 2010	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3634034	Lois	Barnard	yes	20 SUPERVISOR	02 August 2007	Permanent	G09	£	9.18	0
BEACH LEISURE CENTRE	3630532	Lee	Evans	yes	39 SUPERVISOR	08 February 2006	Permanent	G09	£	9.18	0
BEACH LEISURE CENTRE	3636761	Anthony	Barnett	yes	32 LIFE GUARD	17 August 2009	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3357663	Claire	Barrie	unpaid	23 LIFE GUARD	07 February 2010	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3360064	Lynsey	Braid	yes	22 LIFE GUARD	21 March 2010	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3636185	Tomasz	Brzazinski	yes	29 LIFE GUARD	21 April 2009	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3356989	Kimberley	Clark	yes	28 LIFE GUARD	23 January 2009	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3359609	Anthony	Dando	yes	23 LIFE GUARD	08 March 2010	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3624561	Alison Allanson	Eastcroft	yes	29 LIFE GUARD	03 March 2003	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3353695	Beatrice	Ellefson	yes	24 LIFE GUARD	08 February 2010	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3357785	Nicole	Fleming	leaver	19 LIFE GUARD	06 February 2010	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3634976	Brendon	Gabriel	yes	23 LIFE GUARD	11 January 2008	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3635739	Martin	Hedges	yes	37 LIFE GUARD	18 September 2008	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3632989	Brian	Johnston	yes	25 LIFE GUARD	17 March 2007	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3636552	Roderick	Lawrence	yes	40 LIFE GUARD	29 July 2009	Permanent	G08	£	8.40	
BEACH LEISURE CENTRE	3625593	Alex	Main	yes	24 LIFE GUARD	30 July 2003	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3634042	Lee	McCaig	yes	22 LIFE GUARD	08 August 2007	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3361088	Sophie	Merklejohn	yes	23 LIFE GUARD	19 April 2010	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3628004	John	Millett	yes	24 LIFE GUARD	01 May 2004	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3632939	Michael	Reiach	yes	24 LIFE GUARD	05 March 2007	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3636729	Charlotte	Smith	leaver	22 LIFE GUARD	17 August 2009	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3635049	Piotr	Sterninski	yes	31 LIFE GUARD	11 January 2008	Permanent	G08	£	8.40	0

BEACH LEISURE CENTRE	3357899	Alan	Stewart	yes	27 LIFEGUARD	03 February 2010	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3634610	Lisa	Tiffen	yes	19 LIFEGUARD	23 October 2007	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3638929	Stuart	Paterson	yes	22 LIFEGUARD	24 May 2010	Fixed term	G08	£	8.40	0
BEACH LEISURE CENTRE	3362566	Darius	Dzeniak	yes	35 LIFEGUARD	24 May 2010	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3624561	Alison Allanson	Eastcroft	yes	29 OUTDOOR SUPERVISOR	03 March 2003	Fixed term	G11	£	11.64	0
BEACH LEISURE CENTRE	3612625	David	Rennie	yes	32 POOL PLANT OPERATOR	19 January 1998	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3616151	Scott	Shand	yes	30 POOL PLANT OPERATOR	22 May 1999	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3632537	Samuel	Rennie	yes	39 SUPERVISOR	02 June 2001	Permanent	G09	£	9.18	0
BEACON CENTRE	7900922	Laura	Grant	yes	20 TUTOR	01 September 2007	Permanent	G10	£	10.34	0
BEACON CENTRE	7900930	Claire	McKay	yes	20 TUTOR	01 September 2007	Permanent	G10	£	10.34	0
BEACON CENTRE	7900957	Rebekah	Dressel	yes	19 TUTOR	01 September 2007	Permanent	G10	£	10.34	0
BEACON CENTRE	7915292	Duncan	McPherson	yes	57 TUTOR	04 February 1982	Permanent	G10	£	10.34	0
BEACON CENTRE	7996237	Nicol	Innes	yes	24 TUTOR	10 January 2005	Permanent	G10	£	10.34	0
BEACON CENTRE	7996158	Frances	Robertson	yes	21 TUTOR	01 September 2005	Permanent	G10	£	10.34	0
BEACON CENTRE	7998543	Jacqueline	Foster	yes	48 TUTOR	01 February 2007	Permanent	G10	£	10.34	0
BEACON CENTRE	7916947	Helene	Morley	yes	64 TUTOR	16 April 1986	Permanent	G10	£	10.34	0
BEACON CENTRE	7916947	Helene	Morley	yes	64 TUTOR	16 April 1986	Permanent	G10	£	10.34	0
BEACON CENTRE	7921385	Anne	Low	yes	75 TUTOR	01 April 1990	Permanent	G10	£	10.34	0
BEACON CENTRE	7933743	Susan Elizabeth	Morgan	yes	53 TUTOR	01 December 1990	Permanent	G10	£	10.34	0
BEACON CENTRE	7933743	Susan Elizabeth	Morgan	yes	53 TUTOR	01 December 1990	Permanent	G10	£	10.34	0
BEACON CENTRE	7939589	Carol	Barclay	yes	50 TUTOR	01 October 1991	Permanent	G10	£	10.34	0
BEACON CENTRE	7988732	Teri Dawn	Morley	yes	35 TUTOR	01 November 1995	Permanent	G10	£	10.34	0
BEACON CENTRE	7974292	Kay Lesley	Robb	yes	42 TUTOR	01 April 1997	Permanent	G10	£	11.63	0
BEACON CENTRE	7996229	Stuart	McWatt	yes	45 TUTOR	10 January 2005	Permanent	G10	£	10.34	0
BEACON CENTRE	7999630	Jaye	Hunter	yes	20 TUTOR	15 October 2006	Permanent	G10	£	10.34	0
BEACON CENTRE	7999910	Anne Louise	Cruickshank	yes	55 TUTOR	21 February 2006	Permanent	G10	£	10.34	0
BEACON CENTRE	3326173	Olga	Ponomareva	yes	31 CLERICAL ASSISTANT	20 August 2007	Permanent	G05	£	7.44	639.67
BEACON CENTRE	3329108	Dan	Fitzsimmons	yes	30 DUTY MANAGER	16 October 2007	Permanent	G11	£	13.30	0
KINCORTH POOL	3303093	Stewart	Haslam	yes	56 YOUTH SQUAD COACH	06 June 2006	Permanent	G11	£	13.30	5271.76
NORTHFIELD POOL	3355894	Thomas McKenzie	McNeill	yes	30 DUTY MANAGER	19 August 1996	Permanent	G11	£	11.64	0
BRIDGE OF DON SWIMMING POOL	3358348	Callum	Chisholm	yes	18 POOL ATTENDANT	02 February 2010	Permanent	G08	£	8.40	0
BRIDGE OF DON SWIMMING POOL	2362764	Scott Gregor	Cruickshank	yes	31 POOL ATTENDANT	02 October 1996	Permanent	G08	£	8.40	0
BRIDGE OF DON SWIMMING POOL	3358632	Brian	McCabe	yes	23 POOL ATTENDANT	20 February 2010	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3606094	Evelyn	Allan	yes	62 CLEANER	21 September 1992	Permanent	G04	£	6.73	0
BUCKSBURN POOL	3390514	Wilma	Souter	yes	51 DUTY MANAGER	01 February 2004	Permanent	G11	£	11.64	0
BUCKSBURN POOL	3336510	Jeffrey John	Stewart	yes	39 DUTY MANAGER	01 August 1994	Permanent	G11	£	11.64	0
BUCKSBURN POOL	3304693	Marc	Wood	yes	37 DUTY MANAGER	16 May 1992	Permanent	G11	£	11.64	0
BUCKSBURN POOL	3358380	Paul	Adams	yes	21 LIFEGUARD	10 February 2010	Fixed term	G08	£	8.40	0
BUCKSBURN POOL	3630629	Scott	Dawson	yes	20 LIFEGUARD	12 March 2006	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3613551	Greg	Drummond	yes	30 LIFEGUARD	22 June 1998	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3450346	Natalie	Fyvie	yes	21 LIFEGUARD	30 June 2004	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3358975	Slawomir	Gorka	yes	27 LIFEGUARD	12 December 2007	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3634050	Emma	Ledingham	yes	20 LIFEGUARD	30 July 2007	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3626566	Andrew	Souter	yes	24 LIFEGUARD	28 July 2004	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3620160	Nicola	Wilson	yes	35 LIFEGUARD	09 January 2001	Permanent	G08	£	8.40	0
NORTHFIELD POOL	3378801	Lee-Anne	Garden	yes	33 DUTY MANAGER	19 June 1995	Permanent	G11	£	11.64	0
HAZLEHEAD GOLF COURSE	3360336	Catrina	Davis	yes	23 LEISURE ATTENDANT	01 April 2010	Fixed term	G06	£	7.45	0
HAZLEHEAD GOLF COURSE	3617881	Antony	Burnett	yes	37 LEISURE ATTENDANT	13 February 2000	Permanent	G06	£	7.45	0
HAZLEHEAD GOLF COURSE	3624265	Colin John	Murdoch	yes	55 LEISURE ATTENDANT	22 January 2003	Permanent	G06	£	7.45	0
HAZLEHEAD POOL	3384439	George	Douglas	yes	37 DUTY MANAGER	21 December 1998	Permanent	G11	£	11.64	0
HAZLEHEAD POOL	3312571	Jeroen	Holscher	yes	36 DUTY MANAGER	24 February 2003	Permanent	G11	£	11.64	0

HAZLEHEAD POOL	3329053	David Peter	Mathewson	yes	28 DUTY MANAGER	22 December 2003 1	Permanent	G11	£	11.64	0
HAZLEHEAD POOL	3360892	Emma	Brewer	yes	18 LIFE GUARD	01 October 2009 1	Permanent	G08	£	8.40	0
HAZLEHEAD POOL	3632624	Andrew	Bruce	yes	20 LIFE GUARD	19 December 2006 1	Permanent	G08	£	8.40	0
HAZLEHEAD POOL	3635031	Rona	Clark	yes	31 LIFE GUARD	12 January 2008 1	Permanent	G08	£	8.40	0
HAZLEHEAD POOL	3628753	Joleen	Falconer	yes	22 LIFE GUARD	15 November 2004 1	Permanent	G08	£	8.40	0
HAZLEHEAD POOL	3633029	Robert	Fraser	yes	19 LIFE GUARD	21 March 2007 1	Permanent	G08	£	8.40	0
HAZLEHEAD POOL	3633680	Douglas	Smart	yes	22 LIFE GUARD	03 July 2007 1	Permanent	G08	£	8.40	0
HAZLEHEAD POOL	3633246	Scott	Webster	yes	20 LIFE GUARD	17 April 2007 1	Permanent	G08	£	8.40	0
HAZLEHEAD POOL	3632561	Harriet	Young	yes	21 LIFE GUARD	13 January 2007 1	Permanent	G08	£	8.40	0
SHEDDOCKSLEY SPORTS CENTRE	3304137	James	Comes	yes	47 DUTY MANAGER	01 January 1992 1	Permanent	G11	£	11.64	0
JESMOND CENTRE	3384464	Caroline	Morrice	yes	41 DUTY MANAGER	08 November 1990 1	Permanent	G11	£	11.64	0
JESMOND CENTRE	3617159	William	Cox	yes	41 LEISURE ATTENDANT	13 September 1999 1	Permanent	G05	£	7.03	0
JESMOND CENTRE	3604589	George	Wetherly	yes	44 LEISURE ATTENDANT	18 October 1993 1	Permanent	G05	£	7.03	0
KINCORTH POOL	3304153	Edward	Wood	yes	37 DUTY MANAGER	16 October 1999 1	Permanent	G11	£	11.64	0
KINCORTH POOL	3630662	Sarah	Brown	yes	26 LIFE GUARD	18 March 2006 1	Permanent	G08	£	8.40	0
KINCORTH POOL	3613551	Greg	Drummond	yes	30 LIFE GUARD	22 June 1998 2	Permanent	G08	£	8.40	0
KINCORTH POOL	3632328	Amanda	Ross	yes	22 LIFE GUARD	01 November 2006 1	Permanent	G08	£	8.40	0
KINCORTH POOL	3636632	Alistair	Smith	yes	20 LIFE GUARD	05 September 2009 1	Permanent	G08	£	8.40	0
KINCORTH POOL	3634679	Gary	Addison	yes	22 LIFE GUARD	24 November 2007 1	Permanent	G08	£	8.40	0
KINCORTH SPORTS CENTRE	3302962	Colin	Greig	yes	32 DUTY MANAGER	13 July 1998 1	Permanent	G11	£	11.64	0
KINCORTH SPORTS CENTRE	3367809	Linda	Robertson	yes	50 DUTY MANAGER	06 January 1997 1	Permanent	G11	£	11.64	0
KINCORTH SPORTS CENTRE	3633229	Lee	Hood	yes	24 LEISURE ATTENDANT	23 April 2007 1	Permanent	G05	£	7.03	0
KINGS LINKS GOLF COURSE	3606445	Gordon	Fiddes	yes	55 LEISURE ATTENDANT	30 July 1985 1	Permanent	G06	£	7.45	0
ALEX COLLIE SPORTS CENTRE	3304618	Kenneth	Selwright	yes	49 DUTY MANAGER	01 August 1988 1	Fixed term	G11	£	11.64	0
LINKSFIELD CENTRE ANNEXE	3355417	Straton	Logan	yes	25 ACTIVE SCHOOL CO-ORDINATOR	20 October 2009 1	Permanent	G12	£	13.31	0
LINKSFIELD CENTRE ANNEXE	3308195	Louise Barbara	Beggs	yes	29 ACTIVE SCHOOL CO-ORDINATOR	24 April 2006 1	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3342374	Kathrine	Burke	yes	26 ACTIVE SCHOOL CO-ORDINATOR	15 June 2009 1	Permanent	G12	£	13.31	0
LINKSFIELD CENTRE ANNEXE	3301579	Wendy	Carrick	yes	39 ACTIVE SCHOOL CO-ORDINATOR	03 January 1995 1	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3367798	Graeme	Dale	yes	33 ACTIVE SCHOOL CO-ORDINATOR	16 August 1999 1	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3397716	Rebecca Noel	Lovie	yes	29 ACTIVE SCHOOL CO-ORDINATOR	18 September 2005 1	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3397724	Mark Paul Watson	Pain	yes	33 ACTIVE SCHOOL CO-ORDINATOR	19 September 2005 1	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3358549	Stuart	Reid	yes	26 ACTIVE SCHOOL CO-ORDINATOR	03 March 2010 1	Permanent	G12	£	13.31	0
LINKSFIELD CENTRE ANNEXE	3341212	Hazel	Watt	yes	36 SUPPORT ASSISTANT	28 July 1997 1	Permanent	G08	£	£8.40	0
LINKSFIELD CENTRE ANNEXE	3315277	Jennie Victoria	Robertson	yes	28 ACTIVE SCHOOL CO-ORDINATOR	12 February 2007 1	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3337979	Melissa	Chawner	yes	27 ACTIVE SCHOOL CO-ORDINATOR	12 November 2007	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3336026	Victoria	Tait	yes	27 ACTIVE SCHOOL CO-ORDINATOR	01 October 2005 1	Permanent	G12	£	15.20	0
LINKSFIELD CENTRE ANNEXE	3315652	Steven	Thompson	yes	32 ACTIVE SCHOOL CO-ORDINATOR	27 October 2008 1	Permanent	G12	£	14.57	0
LINKSFIELD CENTRE ANNEXE	3381237	Joanna Louise	Conlon	yes	29 ACTIVE SCHOOL MANAGER	05 February 2007 1	Permanent	G14	£	18.20	0
LINX ICE ARENA	3356997	Graham David	Richie	yes	42 DUTY MANAGER	02 December 2002 1	Permanent	G11	£	11.64	0
LINX ICE ARENA	3358339	Jane	Crawford	yes	33 LEISURE ATTENDANT	01 February 2010 1	Permanent	G05	£	7.03	0
LINX ICE ARENA	3360379	Michael	Mennie	yes	19 LEISURE ATTENDANT	03 February 2010 1	Permanent	G05	£	7.03	0
LINX ICE ARENA	3360379	Kirsty	Forrest	yes	18 LEISURE ATTENDANT	09 April 2010 1	Permanent	G05	£	7.03	0
LINX ICE ARENA	3630410	Rhonda Elizabeth	Sandison	yes	25 LEISURE ATTENDANT	22 January 2006 1	Permanent	G05	£	7.03	0
LINX ICE ARENA	3636997	Sean	Grogan	yes	22 LEISURE ATTENDANT	08 December 2009 1	Permanent	G05	£	7.03	0
LINX ICE ARENA	3634365	Ryan	Downie	yes	23 LEISURE ATTENDANT	12 May 2010 1	Permanent	G05	£	7.03	0
LINX ICE ARENA	3357375	Dani	Garrigan	yes	26 SUPERVISOR	03 January 2010 1	Permanent	G09	£	9.18	0
LINX ICE ARENA	3357639	David	Eastcroft	yes	28 LEISURE ATTENDANT	18 January 2010 1	Permanent	G05	£	£7.03	0
SHEDDOCKSLEY SPORTS CENTRE	3304224	Iain	Hunter	yes	49 DUTY MANAGER	05 June 1989 1	Permanent	G11	£	11.64	0
NORTHFIELD POOL	3305185	Stephen	Moone	yes	34 DUTY MANAGER	24 April 1995 1	Permanent	G11	£	11.64	0

NORTHFIELD POOL	3634373	Lesley Anne	Begg	yes	23 LIFEGUARD	03 June 2007 1	Permanent	G08	£	8.40	0
NORTHFIELD POOL	3359030	Eaun	Cox	yes	23 LIFEGUARD	17 February 2010 1	Permanent	G08	£	8.40	0
NORTHFIELD POOL	3624230	Donna	McKenzie-McNeill	yes	35 LIFEGUARD	20 January 2003 1	Permanent	G08	£	8.40	0
NORTHFIELD POOL	3359057	Brian	Neill	yes	22 LIFEGUARD	08 March 2010 1	Permanent	G08	£	8.40	0
NORTHFIELD POOL	3360056	Gillian	Soutar	yes	32 LIFEGUARD	01 March 2010 1	Permanent	G08	£	8.40	0
NORTHFIELD POOL	3631197	Derrick	Simpson	yes	25 LIFEGUARD	03 July 2006 1	Permanent	G08	£	8.40	0
PETERCULTER SPORTS CENTRE	3337830	James	King	yes	36 DUTY MANAGER	27 November 1993 1	Permanent	G11	£	11.84	0
PETERCULTER SPORTS CENTRE	3369244	Michael	McPhillips	yes	42 DUTY MANAGER	01 May 1996 1	Permanent	G11	£	11.84	0
LINX ICE ARENA	3390506	Graham	Morrison	yes	29 DUTY MANAGER	09 August 1999 1	Permanent	G11	£	11.84	0
PETERCULTER SPORTS CENTRE	3623418	Michael	Brabner	yes	29 LEISURE ATTENDANT	02 July 2002 1	Permanent	G05	£	7.03	0
PETERCULTER SPORTS CENTRE	3634018	Edward	Dodd	yes	33 LEISURE ATTENDANT	14 May 2007 1	Permanent	G05	£	7.03	0
SHEDDOCKSLEY SPORTS CENTRE	3636134	Marilyn	Ingram	yes	44 CLEANER	27 March 1990 1	Permanent	G04	£	6.73	0
JESMOND CENTRE	3358321	Jon	Damon	yes	39 DUTY MANAGER	31 July 1992 1	Permanent	G11	£	11.84	0
SHEDDOCKSLEY SPORTS CENTRE	3465197	Alasdair Hendry	Clapperton	yes	29 LEISURE ATTENDANT	05 January 2010 2	Permanent	G05	£	7.03	0
SHEDDOCKSLEY SPORTS CENTRE	3613551	Greg	Drummond	yes	30 LEISURE ATTENDANT	22 June 1998 1	Permanent	G05	£	7.03	0
SHEDDOCKSLEY SPORTS CENTRE	3361079	Susan	Henderson	yes	36 LEISURE ATTENDANT	19 April 2010 1	Permanent	G05	£	7.03	0
SHEDDOCKSLEY SPORTS CENTRE	3357726	James	Soutar	yes	59 LEISURE ATTENDANT	29 January 2010 1	Permanent	G05	£	7.03	0
INSPIRE	3378781	Valerie	Mackie	yes	45 SERVICE SUPPORT MANAGER	21 March 2002 1	Permanent	G14	£	17.40	0
SUMMERHILL COMMUNITY CENTRE	3345333	Elaine	Horne	yes	53 LEAD ADMINISTRATION ASSISTANT	24 February 1975 2	Permanent	G08	£	9.17	2186.9315
TORRY YOUTH & LEISURE CENTRE	3304417	William John	McGregor	yes	50 DUTY MANAGER	01 June 1981 1	Permanent	G11	£	12.17	0
TORRY YOUTH & LEISURE CENTRE	3392873	Nigel	Taylor	yes	33 DUTY MANAGER	06 January 1997 1	Permanent	G11	£	11.84	0
TORRY YOUTH & LEISURE CENTRE	3620483	David	MacDonald	yes	30 LEISURE ATTENDANT	12 March 2001 1	Permanent	G05	£	7.03	0
TORRY YOUTH & LEISURE CENTRE	3634811	Vytis	Stankevicius	yes	29 LEISURE ATTENDANT	04 January 2008 1	Permanent	G05	£	7.03	0
WESTBURN TENNIS CENTRE	3340136	Stuart	Hadden	yes	43 DUTY MANAGER	26 April 1994 1	Permanent	G11	£	11.84	0
WESTBURN TENNIS CENTRE	3304441	Paul	Hampson	yes	32 DUTY MANAGER	14 April 2003 1	Permanent	G11	£	11.84	0
WESTBURN TENNIS CENTRE	3320181	Fiona	Steel	yes	53 DUTY MANAGER	13 September 1991 1	Permanent	G11	£	11.84	0
WESTBURN TENNIS CENTRE	3605204	William	Barnerman	yes	48 LEISURE ATTENDANT	29 June 1989 1	Permanent	G05	£	7.03	0
WESTBURN TENNIS CENTRE	3622173	Lesley	Grant	yes	48 LEISURE ATTENDANT	12 October 2001 1	Permanent	G05	£	7.03	0
WESTBURN TENNIS CENTRE	3625639	Kelly	Knowles	yes	32 LEISURE ATTENDANT	15 July 2003 2	Permanent	G05	£	7.03	0
ABERDEEN CITY WIDE	3635389	Bruce	Glendinning	yes	26 LEISURE ATTENDANT	14 July 2008 2	Permanent	G06	£	£7.45	0
ABERDEEN CITY WIDE	3361987	Robert	Hill	yes	21 LEISURE ATTENDANT	03 May 2010 1	Fixed term	G05		£7.03	0
ABERDEEN CITY WIDE	3632904	Neil	Marshall	yes	26 LEISURE ATTENDANT	10 May 2010 2	Fixed term	G05		£7.03	0
ABERDEEN CITY WIDE	3361096	Andrew	Crossan	yes	26 LEISURE ATTENDANT	19 April 2010 1	Fixed term	G05		£7.03	0
ABERDEEN CITY WIDE	3360841	Gary	Porter		23 LEISURE ATTENDANT	12 April 2010 1	Fixed term	G05		£7.03	0
ABERDEEN CITY WIDE	3464295	Stephanie	Brands	yes	16 AQUATICS ASSISTANT	09 March 2009 1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3459727	Chris	Breen	yes	18 AQUATICS ASSISTANT	19 February 2007 2	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3458588	Laura	Bruce	yes	19 AQUATICS ASSISTANT	28 August 2006 2	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3454554	Clare	Dalgarno	yes	19 AQUATICS ASSISTANT	10 October 2005 3	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3460978	Rachael	Davidson	yes	19 AQUATICS ASSISTANT	25 July 2007 3	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3638615	Kendall	Deans	yes	16 AQUATICS ASSISTANT	25 August 2009 1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464453	Danielle	Dewsbury	yes	17 AQUATICS ASSISTANT	14 May 2009 1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3460044	Kelly	Finnie	yes	18 AQUATICS ASSISTANT	17 April 2007 3	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464287	Caitlin	Finnie	yes	16 AQUATICS ASSISTANT	09 March 2009 1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464429	Ethan	Fraser	yes	17 AQUATICS ASSISTANT	21 April 2009 1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464366	Lisa	Gerrard	yes	16 AQUATICS ASSISTANT	20 March 2009 1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3460919	Katherine	Gordon	yes	17 AQUATICS ASSISTANT	25 July 2007 3	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464889	Katherine	Grant	yes	17 AQUATICS ASSISTANT	25 May 2009 1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464199	Karla	Harris	yes	18 AQUATICS ASSISTANT	19 January 2009 1	Permanent	G08	£	8.40	0

ABERDEEN CITY WIDE	3461908	Amy	Hawley	yes	22 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3461285	Alisa	Hill	yes	19 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464122	Camilla	McIntosh	yes	18 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464985	Stuart	McIntosh	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464181	Catrina	McKay	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3461991	Christie	Michell	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3460533	Caitlin	Shand	yes	18 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3461549	Greg Dean	Smith	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464130	Megan	Stronach	yes	16 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3357095	Victoria	Turner	yes	18 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3460969	Rachel	Wood	awtg - c	34 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3462136	Joy	Johnston	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3459727	Chris	Breen	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3360892	Emma	Brewer	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3458588	Laura	Bruce	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3460592	Williamina Newlands	Cousins	yes	60 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3460978	Rachael	Davison	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3440404	Pamela	Dawson	yes	23 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3460044	Kelly	Finnie	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3452462	Lisa	Forrest	yes	21 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3454956	Stephanie Janine	Harris	yes	20 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3461908	Amy	Hawley	yes	22 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	7906540	Hollie Michelle	Mitchell	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3459037	Lynsey Erin	Morgan	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3427528	Alison	Munro	yes	59 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3460986	Peter	Sclaire	yes	17 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3460533	Caitlin	Shand	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3459439	Samantha	Smith	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3462972	Morven Elizabeth	Alexander	yes	20 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3357663	Claire	Barrie	unpaid	23 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3442338	Claire	Benzie	yes	23 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3430217	Pauline Anne	Brown	yes	45 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3449284	Graham Peter	Bruno	yes	24 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3338460	Jaqueline	Corrie	yes	51 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3463815	Sean	Dawson	yes	22 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3449450	Lois	Hearn	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3461285	Alisa	Hill	yes	19 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3428839	Birgit	Hutcheon	yes	43 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3461723	Nicola	Jackson	yes	32 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3442642	Alison Anne	Johnston	yes	47 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3447744	Danielle	Keith	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3442417	Michael Campbell	Kenyon	yes	25 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3450748	Aileen	Lilly	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3457493	David	Mair	yes	45 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3462625	Debbie	Moore	yes	22 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	2364316	Doreen Ann	Munro	yes	60 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3442370	Kirsty	Orme	yes	22 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3461695	Stephen	Ostorne	yes	24 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3439159	Gemma	Park	yes	25 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3347492	Carrie-Anne	Pirie	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3448442	Dawnia	Reid	yes	22 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3447701	Lauren	Rennie	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3458360	Lynne	Skinner	yes	47 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3461908	Amy	Hawley	yes	22 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3461285	Alisa	Hill	yes	19 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464122	Camilla	McIntosh	yes	18 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464985	Stuart	McIntosh	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464181	Catrina	McKay	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3461991	Christie	Michell	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3460533	Caitlin	Shand	yes	18 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3461549	Greg Dean	Smith	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3464130	Megan	Stronach	yes	16 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3357095	Victoria	Turner	yes	18 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3460969	Rachel	Wood	awtg - c	34 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3462136	Joy	Johnston	yes	17 AQUATICS ASSISTANT	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3459727	Chris	Breen	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3360892	Emma	Brewer	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3458588	Laura	Bruce	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3460592	Williamina Newlands	Cousins	yes	60 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3460978	Rachael	Davison	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3440404	Pamela	Dawson	yes	23 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3460044	Kelly	Finnie	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3452462	Lisa	Forrest	yes	21 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3454956	Stephanie Janine	Harris	yes	20 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3461908	Amy	Hawley	yes	22 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	7906540	Hollie Michelle	Mitchell	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3459037	Lynsey Erin	Morgan	yes	19 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3427528	Alison	Munro	yes	59 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3460986	Peter	Sclaire	yes	17 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3460533	Caitlin	Shand	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3459439	Samantha	Smith	yes	18 ASSISTANT AQUATICS TEACHER	Permanent	G09	£	10.33	0
ABERDEEN CITY WIDE	3462972	Morven Elizabeth	Alexander	yes	20 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3357663	Claire	Barrie	unpaid	23 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3442338	Claire	Benzie	yes	23 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3430217	Pauline Anne	Brown	yes	45 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3449284	Graham Peter	Bruno	yes	24 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3338460	Jaqueline	Corrie	yes	51 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3463815	Sean	Dawson	yes	22 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3449450	Lois	Hearn	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3461285	Alisa	Hill	yes	19 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3428839	Birgit	Hutcheon	yes	43 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3461723	Nicola	Jackson	yes	32 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3442642	Alison Anne	Johnston	yes	47 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3447744	Danielle	Keith	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3442417	Michael Campbell	Kenyon	yes	25 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3450748	Aileen	Lilly	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3457493	David	Mair	yes	45 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3462625	Debbie	Moore	yes	22 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	2364316	Doreen Ann	Munro	yes	60 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3442370	Kirsty	Orme	yes	22 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3461695	Stephen	Ostorne	yes	24 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3439159	Gemma	Park	yes	25 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3347492	Carrie-Anne	Pirie	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3448442	Dawnia	Reid	yes	22 AQUATICS TEACHER	Permanent	G11	£	11.64	0
ABERDEEN CITY WIDE	3447701	Lauren	Rennie	yes	21 AQUATICS TEACHER	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3458360	Lynne	Skinner	yes	47 AQUATICS TEACHER	Permanent	G11	£	13.30	0

ABERDEEN CITY WIDE	3455527	Jessica	Smith	yes	23 AQUATICS TEACHER	18 October 2005	3	Permanent	G11	£	13.30	0
ABERDEEN CITY WIDE	3357131	Stewart	White	yes	48 AQUATICS TEACHER	05 January 2010	1	Permanent	G11	£	11.84	0
ABERDEEN CITY WIDE	3462231	Hilary	Young		29 AQUATICS TEACHER	07 January 2008	2	Permanent	G11	£	13.30	0
KINCORTH POOL	3634566	Stacey	Jones	yes	26 LIFE GUARD	05 November 2007	1	Permanent	G08	£	8.40	0
BUCKSBURN POOL	3632127	Stuart	Taylor	yes	26 LIFE GUARD	30 October 2006	1	Permanent	G08	£	8.40	0
BRIDGE OF DON SWIMMING POOL	3563385	Amy	Park		18 LIFE GUARD	06 February 2010	2	Permanent	G08	£	8.40	0
BALNAGASK GOLF COURSE	3633037	Richard	Fisher	yes	LEISURE ATTENDANT	19 March 2007	1	Permanent	G06	£	7.45	0
ABERDEEN CITY WIDE	3638989	Straun	Chapple	yes	20 LEISURE ATTENDANT	10 December 2009	1	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3634653	Phillip	Burnett	yes	23 LEISURE ATTENDANT	08 October 2007	1	Permanent	G08	£	£8.40	0
LINX ICE ARENA	3358581	Okia Joseph	Ikwuzom	yes	30 CLEANER	08 February 2010	1	Fixed term	G04	£	6.73	0
LINX ICE ARENA	3634775	Kirsty	Cameron	yes	LEISURE ATTENDANT	19 April 2010	1	Permanent	G05	£	7.03	0
BEACH LEISURE CENTRE	3629647	Kris	Chalmers	yes	20 LEISURE ATTENDANT	10 October 2007	1	Permanent	G05	£	7.03	0
NORTHFIELD POOL	3635082	Gordon	Taylor	yes	22 LIFE GUARD	04 August 2005	1	Permanent	G08	£	8.40	0
BEACH LEISURE CENTRE	3440518	Kamilla	Wallace	yes	23 LIFE GUARD	05 February 2008	1	Permanent	G08	£	8.40	0
ABERDEEN CITY WIDE	3451528	Brough	Haltmarova	yes	24 LEISURE ATTENDANT	14 January 2008	1	Permanent	G05	£	7.03	0
ABERDEEN CITY WIDE	3464918	Helen	Colvin		LEAD SPORTS COACH	25 May 2002	1	Permanent	G10	£	10.34	0
ABERDEEN CITY WIDE	3461680	Jennifer	Ferguson	yes	LEAD SPORTS COACH	01 October 2004	1	Permanent	G10	£	£10.66	0
ABERDEEN CITY WIDE	3435256	Joyce	Mackenzie	no	LEAD SPORTS COACH	22 October 2007	1	Permanent	G10	£	10.34	0
ABERDEEN CITY WIDE	3461680	Elaine	Hogg	yes	55 ASSISTANT SPORTS COACH	01 July 2009	1	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3435256	Elaine	Mason	no	55 LEAD SPORTS COACH	10 October 2000	1	Permanent	G10	£	£10.66	0
ABERDEEN CITY WIDE	3461652	Kenneth	Hogg	yes	55 ASSISTANT SPORTS COACH	22 October 2007	2	Permanent	G09	£	£9.18	0
ABERDEEN CITY WIDE	3361751	Kenneth	Hogg	no	ASSISTANT SPORTS COACH	22 October 2007	2	Permanent	G09	£	9.18	0
ABERDEEN CITY WIDE	3449312	Gordon	Simpson	yes	33 LEAD SPORTS COACH	22 October 2007	2	Permanent	G10	£	£10.66	0
ABERDEEN CITY WIDE	3362566	Raymond	Glasgow		LEAD COACH COAST	28 April 2010	1	Permanent	G13	£	15.21	0
BEACH LEISURE CENTRE		Darius	Dzleniak	yes	LEAD SPORTS COACH	01 April 2004	1	Permanent	G10	£	£10.66	0
					LIFE GUARD	24 May 2010	1	Permanent	G8	£	8.40	0

Column P (Pension) - where this is blank indicates employee has opted out of the Local Govt Pension Scheme. Therefore there are no employer contributions to make.

PART 6 – RESTRICTED MATTERS

- 1 make any substantial alteration in the nature of the Group's business or enter into any new business and for the purposes of this provision the Council shall determine whether any particular alteration to the nature of the Company's business is significant;
- 2 expenditure other than in accordance with Clause 5.1;
- 3 sell, dispose of, assign or otherwise alienate any assets of individual value of more than £1,000(indexed) or aggregate value of more than £5,000 (indexed) or any interest in any properties (including any Facilities);
- 4 acquire any assets of individual value of more than £5,000 (indexed) or aggregate value of more than £35,000 (indexed) or any interest in any properties
- 5 borrow sums of money from third parties, give security for the payment of money by, or the performance of other obligations of, the Company or any other person;
- 6 do anything which shall or is likely to bring the name of the Company or the Council as funder into disrepute. In the event that the Company becomes aware of any event or matter that shall or shall be likely to bring the name of the company or the Council into disrepute, it shall notify the Council immediately and provide the Council with all co-operation and assistance reasonably required by the Council in relation to such event or matter;
- 7 permit the registration of any person as a member of the Company;
- 8 issue any loan capital or enter into any commitment with any person with respect to the issue of any loan capital save as provided in this Agreement;
- 9 pass any resolution for its winding up (unless it shall have become insolvent or is required by this Agreement, in which case the Company must notify the Council beforehand of its intention to pass such a resolution);
- 10 form any subsidiary or acquire shares in any company or participate in any partnership or joint venture (incorporated or not);
- 11 close down or make any material change in the nature, scope or location of any business operation;
- 12 amalgamate or merge with any other company or undertaking, including another charity;
- 13 vary in any respect its Memorandum and/or Articles of Association;
- 14 enter into any transaction or arrangement of any nature whatsoever (including service agreements) with any of the directors or any person who is connected (within the meaning of Section 839 of the Income and Corporation Taxes Act 1988) to any of its directors whether or not any other person shall be party to such transaction or arrangement;
- 15 enter into, vary or terminate any commitment by way of a transaction or series of related transactions (including any leasing transaction) which would involve the Company in the payment or receipt of consideration having an aggregate value in excess of £35,000(indexed);
- 16 enter into any arrangement, contract or transaction which relates to capital expenditure with a value in excess of £35,000(indexed);
- 17 enter into any arrangement, contract or transaction outside the normal course of its business or otherwise than on arm's length terms;
- 18 without prejudice to any other provision of this Part of the Schedule:

- 18.1 enter into, as lessor or as lessee, any operating lease other than equipment leases arising in the ordinary course of business; or
 - 18.2 grant any rights (by licence or otherwise) in or over any intellectual property owned or used by the Company; or
 - 18.3 create or permit to be created any mortgage, charge, encumbrance or other security interest whatsoever over the whole or any part of the Business, undertaking or assets of the Company or agree to do so other than liens arising in the ordinary course of business or any charge arising by the operation or purported operation of title retention clauses and in the ordinary course of business;
- 19 change:
- (a) its accounting reference date from 31 March in each year; or
 - (b) its registered office; or
 - (c) its solicitors; or
 - (d) its bankers
- 20 make or permit to be made any material change in the accounting policies and principles adopted by the Company in the preparation of its audited accounts save as may be required to ensure compliance with relevant accounting standards under the Act or any other generally accepted accounting principles in the United Kingdom;
- 21 make any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits) or grant any credit (other than in the normal course of trading) or give any guarantee (other than in the normal course of trading) or indemnity;
- 22 factor or assign any of the book debts of the Company;
- 23 adopt or amend any standard terms of business on which the Company is prepared to provide goods or services to third parties;
- 24 offer potential applicants or any employees of the Company, excluding the Transferring Employees or Other Transferring Employees, membership of the Fund other than in accordance with clause 8.12 of this Agreement;
- 25 establish any pension scheme as an alternative to becoming an Admission Body within the Local Government Pension Scheme (other than pursuant to clause 8.7 of this Agreement);
- 26 make any announcement to any Transferring Employees regarding this Agreement (other than pursuant to clause 8.9.3 of the Agreement);
- 27 assist or otherwise encourage any event that may incur a cost or claim in respect of any Transferring Employees against the pension fund (under clause 8.10 of the Agreement);
- 28 take or omit to take any action that would materially affect the benefits within the Fund (under clause 8.9.4 of the Agreement);
- 29 grant any pension rights to any employee, former employee, or any member of any such person's family;
- 30 include details of the pension arrangements available in any advertisement in any medium of any position of employment with the Company to any person it wishes to recruit to the Company and provide access to the Fund without seeking prior written approval from the Council;

- 31 disclose details of the pension arrangements available to any potential applicant for employment with the Company whether in an offer of employment or otherwise to any person it wishes to recruit to the Company and provide access to the Fund without seeking prior written approval from the Council;
- 32 institute, settle or compromise any material legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or submit to arbitration any dispute involving the Company.
- 33 agree to any contribution of funding to the Project from any third party which is conditional in any way which may impact on the Project (including Board representation, naming rights or access arrangements) or agree to naming rights which are not a condition to funding.

PART 7 – NOT USED

PART 8

PRICING PRINCIPLES

- Pricing policy to be included in Business Plan applying the principles set out in this Part 8.
- Charges to be in line with, or lower than, the national public sector pricing averages published by SportScotland in their 'Annual Digest of Charges'.
- Concessions (Access to Leisure, full time students, children under the age of 16) will receive 50% off the adult price for membership, bookings and pay and play activities.
- Council Staff will receive 25% off the adult price for membership, bookings and pay and play activities.
- Sports Development Activities will be charged at 20% off the adult price for bookings and pay and play activities.
- Education - Council schools - will receive 50% off the equivalent (junior or adult price) for bookings and pay and play activities.
- Reduced income from the foregoing principles to be incorporated into each Business Plan.

SCHEDULE

PART 9

LETTINGS POLICIES AND PROCEDURES

Note: the conditions of let etc in this Part 9 of the Schedule are replicated as per the Council policies and do not use the definitions and interpretation otherwise used in this Agreement.

ABERDEEN CITY COUNCIL

Conditions of Let of Educational Facilities

Applications

1. Application for the use of accommodation in education establishments must be made on the appropriate application form at least 21 days in advance of proposed event.
2. Applicants will be advised in writing by post or e-mail whether their application is successful or unsuccessful. Applications confirmed as successful will be considered to be firm bookings and the relevant payment will be due whether the let is used or not unless written notice of cancellation is received by the lettings officer at least 7 days in advance of the let.
3. Individuals or groups who wish to use Establishments for the purpose of entertainments should check with the lettings officer whether a licence ie a Theatre Act or Public Entertainment Licence is required.
4. The scale of charges is detailed in Appendix 1. It should be noted that applicants will be required to demonstrate eligibility for any concessionary rates. All set up/dismantle time required will be included within the allocated let and included in the charge.

Health and Safety

1. Before a lease is offered the potential lessee must give sufficient information about their activity to ensure that the activity is suitable for the proposed venue.
2. If the lessee is providing a coaching, teaching or instruction service then copies of relevant qualifications and personal indemnity and public liability insurance must be provided. These must meet the requirements of relevant governing bodies for the activity.
3. Persons hiring accommodation will be responsible for the activities undertaken with respect to health and safety upon the premises. This includes the provision of adequate supervision and the relaying and implementation of those emergency procedures to and by their group while on the premises. It is the responsibility of the lessee to ensure that, the ratio of participants in any activity to leaders / carers meet any current guidelines covering that activity.
Groups must be met at the establishment entrance by the group leader and accompanied to the relevant leased area. The group leader is responsible for ensuring that group members access **only** those areas included in the lease.
4. Detailed information and guidance on local arrangements will be available from the duty janitor coupled with the provision of in-situ relevant notices and signage.
5. A convenient joint site meeting between the lessee or person leading the lessee's group and the Janitor or Head of Establishment must be arranged prior to the lessee's official use of the building at the start of the lease ensuring that the necessary information and instructions are provided and understood. No let shall be allowed to commence where such a meeting has not taken place. This procedure must be followed for each new or renewed lease. If the let group leader changes then a meeting should be arranged with the Janitor.

A site specific health and safety arrangements pack will be produced and supplied by establishment line management for issue. This will detail:

- the emergency procedures for fire or a suspected gas leak;
- the means and location of raising the alarm and summoning help, e.g. break glass points and nearest available telephone;
- a plan of the building clearly highlighting the escape routes, exits and muster points, and location of gas shut-off valves;
- the sound of the fire alarm i.e. intermittent ringing bell;
- procedures for recording and reporting accidents / incidents;
- location of first aid facilities (if provided). If this is not accessible lessees must make their own provision;
- procedures for reporting any defective/ damaged equipment.

Where swimming pools are the subject of lets, lessees will be advised of Aberdeen City Councils standards on swimming pool supervision – See attached Guidelines for Lets in Swimming Pools.

Equipment & Facilities

1. All electrical equipment brought onto and used upon the premises by lets must have a valid PAT test date, and must be suitable for the environment within which it is to be used.

No electrical equipment is permitted on poolside unless specifically designed for use in wet areas and is suitably protected against water ingress.

2. Equipment provided for lets includes only furniture such as tables, chairs and sporting equipment such as goals, stands, lane-ropes etc. Items such as balls (must be suitable for indoor use), rackets, badminton nets and stationery must be provided by the lessee.
3. Use of ACC equipment is authorised on the basis that only competent and authorised persons are allowed to use it. Charges will be incurred for the replacement or repair or of any equipment, fixtures, fittings or building fabric due to misuse. The Council reserves the right to withdraw permission to use any equipment should reports be received that due care is not being exercised by the organisation concerned.
4. Lessees will be shown how to use equipment. All provided equipment must be used for the purpose for which it has been designed. All defects or damage must be reported immediately in line with the local reporting procedures.
Unauthorised use or misuse of equipment may result in the termination of the let.

5. The use of gymnasias and assembly halls for the following purposes will be granted only on conditions stated below:

- For sporting/exercise activities non-marking sports footwear must be worn.
- For dancing light shoes only will be worn and no slipperine or any other lubricating substance will be applied to the floor.
- For meetings or other activities where outdoor shoes will be worn. Floors will be adequately protected from damage. The lessee must ensure that suitable footwear is worn at all times
- Only water from non-spill containers may be consumed in these areas.

6. It shall be within the discretion of Aberdeen City Council

- a) to transfer lettings from one establishment to another if, circumstances should justify this, and subject to appropriate notice of the proposed change being given to the intending lessees;
- b) to modify in other respects or to discontinue a let accordingly as the accommodation may be required for educational or other purposes;
- c) to refuse occupancy or to terminate any letting without notice, and without assigning any reasons, in any case where, such action is deemed **necessary**;

- d) to arrange that the demands on school premises for purposes connected with Scottish Qualifications Authority Examinations shall take precedence over all other requests for the same premises including requests for lets associated with elections.
- 7. Aberdeen City Council reserve the right of entry to it's premises at all times for their officers or representatives.
- 8. The letting of accommodation in schools shall be restricted during holidays.

ALCOHOL ON EDUCATION PREMISES

- 1. The consumption of alcohol in educational premises at approved functions is permitted where the refreshment is provided free of charge by the organisers or where patrons supply their own alcohol refreshments provided under-18s are not allowed to partake. Approval of such functions rest with the letting officer.
- 2. Occasional Permissions are required when the provision of alcohol is provided for in the cost of a ticket for an event. No persons under the age of 18 are allowed to consume alcohol at an event for which an occasional permission has been granted. Such permissions are granted by lettings officer. (Four Occasional Permissions per year per establishment are permitted).
- 3. Occasional Licences – The Licensing Board may grant an occasional licence to the holder of a licence authorising him/her to sell alcohol in the course of catering for an event outwith his/her licensed premises. The sale of alcohol in educational establishments is permitted only where no person under the age of 18 years is entitled to be present at the function. The number of occasions involving the granting of Occasional Licences is restricted to four per year (plus weddings) per establishment.
- 4. The appropriate School Board and/or Area Management Committee has the authority to decide how the Occasional Permissions and Occasional Licences are allocated.

On each occasion on which it is proposed to provide alcoholic refreshment at a function, the organisers of the function must make application to the Head of Service, Education, Culture and Sport. On receipt of such an application, it is the duty of that officer to ascertain for the Director Education, Culture and Sport whether the title deeds of the education establishment contain any restrictive clauses that would prohibit the consumption of alcoholic liquor on the premises.

SMOKING IN EDUCATIONAL PREMISES

No smoking is permitted in educational establishments or grounds.

KITCHENS

Where groups wish to use kitchen facilities, this should be clearly indicated. The lettings officer will liaise with the ACC Catering section and inform groups accordingly whether a member of the catering staff will be required to be hired. No food preparation will be permitted without lessees preparing food for consumption holding a valid or having completed, as a minimum, the Basic Food Hygiene course.

JANITORIAL SERVICES

It is for ACC to determine whether, in connection with lets, the services of a Janitor are required.

- a) Janitor required to be in constant attendance. Where the janitor is required to be on duty throughout the duration of the meeting he/she will be on the premises from 15 minutes before the meeting begins until 15 minutes after conclusion.

- b) Janitor required to open and close premises only.
- c) No janitorial services required or available. The Authority to make other arrangements e.g. keyholder, trustworthy person.

If ACC considers it appropriate, then ACC will agree with the promoters of the meeting/activities that they shall undertake to delegate to some trustworthy person the duty of seeing that all the lights and electric heaters are switched off at the close of the meeting/activities so as to avoid all risk of fire, and that all windows are closed, locked and where appropriate, the intruder alarms are activated ensuring the premises are locked. The keys should then be returned as instructed by ACC.

USE OF EDUCATIONAL ESTABLISHMENTS FOR ELECTION PURPOSES

- i) During the period of local government or parliamentary elections, meetings connected therewith shall have priority over other meetings in cases where dates coincide, except for activities associated with SQA examinations. Unless by special permission no activity of any kind will take place in any establishment during any period when any part of the establishment is in use as a polling station.
- ii) Under Section 95 of the Representation of the People Act 1983, and for the purpose of holding public meetings in furtherance of his candidature, a candidate at a parliamentary election is entitled, on giving reasonable notice, to the use, free of charge and at all reasonable times during the period commencing on the day on which the notice of election is given and ending on the day preceding the day of the election, of any suitable room in the premises of any education establishment situated in the constituency of which he is a candidate.
- iii) Where, however, a room is used for a local government election meeting, the person by whom or on whose behalf the meeting is convened shall defray any expenses incurred in making the accommodation available for the purpose.
- iv) As the scheme of charges only includes elements to cover the cost of heating, lighting and provision of the services of janitors and cleaners the said scheme will apply to the letting of premises for the purposes of holding election meetings. If additional services are required beyond the time of the let, i.e. for the purposes of clearing after a meeting or seating a hall prior to a meeting, normal overtime rates will apply.

Guidelines for Lets in Swimming Pools

These guidelines have been written in conjunction with the publication “Managing Health and Safety in Swimming Pools” and “Safe Supervision for teaching and coaching swimming”

1. Lifeguards

As lifeguards are not provided as part of your let your group must ensure that a lifeguard(s) or second pair of eyes is monitoring the session on the poolside. These persons **must not** be in the water and must be aware of the operating procedures of the pool and building in the event of an emergency.

NB The number of lifeguards required will depend on the individual pool and the type of activity being undertaken.

The lifeguard(s) or second pair of eyes must have an appropriate life-guarding / life-saving qualification eg National Pool Lifeguard Qualification or National Rescue Award for Teachers and ensure that they attend regular update training sessions.

If your group is being supervised by the teacher/coach of the session then that person can also be the lifeguard as long as they hold a recognised teaching/coaching qualification as well as one of the above lifeguarding qualifications. They must also be teaching/coaching from the side and not in the water. It is also advisable to have more than one person supervising the group.

Should you wish to find out about lifeguarding courses available please contact sport@aberdeencity.gov.uk or telephone 01224 655466.

2. Swimming Teachers

If instruction is given a relevant teaching/coaching qualification should be held.

The following ratios will therefore apply:

ASA Assistant Teacher or ASA level 1 certificate	All levels	1:4
ASA Full Teacher or ASA level 2 certificate	Adult and Child	
1:12		
	Non-Swimmers/Beginners	
1:12		
	Improvers and Advanced	
1:20		

3. Depth of Pool

Please ensure that you are aware of the depth of the pool and organise your group accordingly. Please do not allow swimmers to go out of their depth unless fully supervised. Also please adhere to the signs giving diving guidance. It is dangerous to dive from the poolside into a depth of less than 1.5m.

4. Always swim within your ability

Never swim after a heavy meal or after alcohol. Avoid holding your breath and swimming long distances under water. Be especially careful if you or members of your group have a medical condition such as epilepsy, asthma, diabetes or heart problems.

5. Behaviour

Please avoid unruly behaviour, which can be dangerous eg running on the side of the pool, ducking, acrobatics in the water, or shouting or screaming (which could distract attention from an emergency)

ABERDEEN CITY COUNCIL

Conditions of Use of Sports Facilities

Applications

5. Application for the use of accommodation in Sports Facilities must be made on the appropriate application form at least 21 days in advance of proposed event.
6. Applicants will be advised in writing by post or e-mail whether their application is successful or unsuccessful. Applications confirmed as successful will be considered to be firm bookings and the relevant payment will be due whether the booking is used or not unless written notice of cancellation is received by the Bookings officer at least 7 days in advance of the booking.
7. It should be noted that applicants will be required to demonstrate eligibility for any concessionary rates. All set up/dismantle time required will be included within the allocated booking and included in the charge.

Health and Safety

6. Before a lease is offered the potential lessee must give sufficient information about their activity to ensure that the activity is suitable for the proposed venue.
7. If the lessee is providing a coaching, teaching or instruction service then copies of relevant qualifications and personal indemnity and public liability insurance must be provided. These must meet the requirements of relevant governing bodies for the activity.
8. Persons hiring accommodation will be responsible for the activities undertaken with respect to health and safety upon the premises. This includes the provision of adequate supervision and the relaying and implementation of those emergency procedures to and by their group while on the premises. It is the responsibility of the lessee to ensure that, the ratio of participants in any activity to leaders / carers meet any current guidelines covering that activity. Groups must be met at the establishment entrance by the group leader and accompanied to the relevant leased area.
In order for us to maintain accurate records of facility usage it is vital that on the day of your booking all members of your group report to reception on arrival to receive an admission ticket (zero-rated).
The group leader is responsible for ensuring that group members access only those areas included in the lease.
9. Detailed information and guidance on local arrangements will be available from the duty manager coupled with the provision of in-situ relevant notices and signage.

Equipment & Facilities

9. All electrical equipment brought onto and used upon the premises by bookings must have a valid PAT test date, and must be suitable for the environment within which it is to be used.

No electrical equipment is permitted on poolside unless specifically designed for use in wet areas and is suitably protected against water ingress.

10. Equipment provided for bookings includes only furniture such as tables, chairs and sporting equipment such as goals, stands, lane-ropes etc. Items such as balls (must be suitable for indoor use), rackets etc. must be provided by the lessee.
11. Use of ACC equipment is authorised on the basis that only competent and authorised persons are allowed to use it. Charges will be incurred for the replacement or repair or of any equipment, fixtures, fittings or building fabric due to misuse. The Council reserves the

right to withdraw permission to use any equipment should reports be received that due care is not being exercised by the organisation concerned.

12. All provided equipment must be used for the purpose for which it has been designed. All defects or damage must be reported immediately in line with the local reporting procedures.

Unauthorised use or misuse of equipment may result in the termination of the booking.

13. The use of sports facilities for the following purposes will be granted only on conditions stated below:

- For sporting/exercise activities non-marking sports footwear must be worn.
- For dancing light shoes only will be worn and no slipperine or any other lubricating substance will be applied to the floor.
- For meetings or other activities where outdoor shoes will be worn. Floors will be adequately protected from damage. The lessee must ensure that suitable footwear is worn at all times
- Only water from non-spill containers may be consumed in these areas.

14. It shall be within the discretion of Aberdeen City Council

- e) to transfer bookings from one establishment to another if, circumstances should justify this, and subject to appropriate notice of the proposed change being given to the intending lessees;
- f) to refuse occupancy or to terminate any booking without notice, and without assigning any reasons, in any case where, such action is deemed necessary.

15. Aberdeen City Council reserve the right of entry to its premises at all times for their officers or representatives.

SMOKING IN SPORTS FACILITIES

No smoking is permitted in sports facilities or grounds.

Educational Establishments Charges and Categories of users 2010-11

Charges (net VAT) per hour						
Facility type/size	Standard	Concession	Development rate- standard	Development rate- concession	community commercial rate	commercial rate
Group 1 (e.g. classrooms)	£8.84	£4.42	£6.63	£3.32	£17.68	£26.52
Group 2 (e.g. 1 badminton court sized)	£10.70	£5.35	£8.03	£4.01	£21.40	£32.10
Group 3 (e.g. 2 badminton court sized)	£21.40	£10.70	£16.05	£8.03	£42.80	£64.20
Group 4 (e.g. 3 badminton court sized)	£32.10	£16.05	£24.08	£12.04	£64.20	£96.30
Group 5 (e.g. 4 badminton court sized)	£42.80	£21.40	£32.10	£16.05	£85.60	£128.40
Group 6 Multi use games area-outdoor	£30.00	£15.00	£22.50	£11.25	£60.00	£90.00
Group 7 Full size all weather pitch	£60.00	£30.00	£45.00	£22.50	£120.00	£180.00
Group 8 (4 lane pool)						
(£10 discount per hr for self-lifeguarding)	£41.40	£20.70	£31.05	£15.53	£82.80	£124.20

User Category	Criteria
Standard Rate	Adults (groups aged 16yrs +)
Concession Rate (50% discount of standard)	<ul style="list-style-type: none"> • Juniors • Students • Senior Citizens • Disability Groups • Access to Leisure
Development Rate (25% discount on standard or concession rate)	Sports Clubs which have achieved the Council's enhanced level ClubCAP or other recognised Quality Assurance schemes
Community Commercial Rate (Standard rate X2)	Commercial service provider – groups or individuals which may be profit-making, or in the case of self-employed people where an income is made, but where the service provided is deemed to be of significant community benefit and in line with the Council's objectives.
Commercial Rate	Commercial organisations – profit-making
Free lets	<ul style="list-style-type: none"> • School approved extra-curricular activities for the direct benefit of the school children • Non-profit making Registered Childcare and Pre-school Provider (recognised under the Councils Out-of-School Care Policy) • Clinic and surgeries for Aberdeen City Councillors, MPs and MSPs • Business meetings for Representative Community Groups (Community Councils, Tenants Associations,

	Neighbourhood Networks Groups, Parent Councils
	<ul style="list-style-type: none"> Blood Transfusion Services

Educational Establishment Lets – Priority of Access (2010/11)

Monday – Friday (term time) 3.30pm – 6.00pm	1) Care Commission registered Out of School Care approved by City Council Education management, for the space/ facilities that they are registered for. 2) School Extra-curricular activities. 3) Active Schools activities. 4) Independent groups and clubs, which provide positive activities for school-aged children.
Monday – Friday (term time) 6.00pm – 8.00pm	1) School Extra-curricular activities. 2) Independent groups and clubs, which provide activities for school-aged children. 3) Voluntary/ community-based Adult groups and clubs. 4) Commercial organisations.
Monday – Friday (term time) 8.00pm – 10.00pm	1) School Extra-curricular activities. 2) Voluntary/ community-based Adult groups and clubs. 3) Independent groups and clubs, which provide activities for school-aged children 4) Commercial organisations.
Saturday & Sunday (term time) 9.00am – 5.00pm	1) School Extra-curricular activities. 2) Active Schools activities. 3) Independent groups and clubs, which provide activities for school-aged children 4) Voluntary/ community-based Adult groups and clubs. 5) Commercial organisations.
School holidays Monday – Friday 9.00am – 5.00pm	1) City Council supported Holiday Play schemes and Out of School Care Clubs 2) Active Schools activities. 3) Independent groups and clubs, which provide activities for school-aged children. 4) Voluntary/ community-based Adult groups and clubs. 5) Commercial organisations.

In the event that there are one or more applicants for a particular let, which appear to be of a similar priority, the following criteria will be used to help differentiate between them:

- Continuity of use (i.e. if they have been using the same venue and time slot for more than 3 years)

- Proximity to the establishment (i.e. if one of the groups can clearly demonstrate that a larger proportion of their participants live within the area closest to the venue)
- ClubCAP Accreditation (i.e. priority would be given to a club which had achieved ClubCAP Accreditation).
- Contribution to City Council policies (i.e. the extent to which the group or activity contributes to the delivery of City Council policies, including the Learning Strategy; Cultural Strategy; Sport and Physical Activity strategy; and Community Learning and Development national priorities).

SCHEDULE

PART 10

NOT USED

SCHEDULE

PART 11

PERFORMANCE REPORT

To: Director of Education, Culture & Sport

From:

SPORT ABERDEEN - TEMPLATE FOR QUARTERLY PERFORMANCE REPORT

This is the quarterly Performance Report referred to in the Funding Agreement between Aberdeen City Council and Sport Aberdeen dated []. This Performance Report is to be provided to Aberdeen City Council within one calendar month of the end of each quarter.

This Performance Report relates to the period [] to [].

Six Functional Areas/ Service Groupings are as follows:

- Indoor Facilities
- Outdoor Facilities and events
- Aqua Aberdeen
- COAST
- Golf / sports / peak / off peak etc
- Bookings and Lettings

OPERATIONAL REPORTS

Report Description/Contents	Service Levels	Details Required/Format
Service Access & Attendance Figures	Availability and usage.	<ul style="list-style-type: none">- Admissions per Facility and by operating hour (excluding spectators) by groupings, (in line with Statutory Performance Indicators).- Hours open as % of hours advertised as been open.- Number of recorded service failures per facility by category.
Service Quality		<ul style="list-style-type: none">- Narrative details of maintenance and capital works completed.

	Preventative maintenance carried out and capital development inputs. Facility (e.g. pool water) quality; customer satisfaction survey results, ISPAL, QUEST, IFI accreditations. Equipment expenditure.	<ul style="list-style-type: none"> - % of customers expressing satisfaction with services by category. - Number of activity / service accreditations achieved / held (include narrative). - Level of investment on new equipment .
Marketing & Service Quality Assessments	Marketing projects in progress and planned, marketing expenditure.	<ul style="list-style-type: none"> - Narrative details of marketing and research projects. - Membership levels by category. - Number of website 'hits'.
Energy Management	Consumption and cost of utilities and energy savings schemes in progress [or planned]	<ul style="list-style-type: none"> - Narrative details.
Personnel Issues	Staffing levels and staff movement, (including, appointments; leavers; retirements; long-term sick)	<ul style="list-style-type: none"> - Staffing levels (FTE). - Staff absence levels (%). - Staff turnover (%). - Number of days lost through industrial injury / sickness. - Number of qualified coaches by activity type. - % of staff attaining SNVQ level 2/3 qualifications. - % of staff with personal development plans.
Health & Safety and liability Issues	Reports on Health & Safety Incidents. Risk assessments carried out.. Insurance claims.	<ul style="list-style-type: none"> - Number of RIDDOR by site and incident type. - Number and outcomes of external Health & Safety inspections (including details of any improvement notices issued). - Number and narrative of incidence of property damage arising from, vandalism, and building / equipment failure. - % of activities and facilities risk assessed. - Number of type of insurance claims submitted – narrative.
Partnerships with Stakeholders	Meetings with third parties, partnerships (new and existing) with third parties, any additional obligations that such partnerships may place on Sport Aberdeen.	<ul style="list-style-type: none"> - Narrative. - Aggregate value of external funding.
Customer and Community Engagement	Surveys, meetings, initiatives. Complaint statistics. Details of any serious complaints and	<ul style="list-style-type: none"> - Narrative

	their resolution.	<ul style="list-style-type: none"> - Total number of survey responses received. - Number of recorded complaints (verbal and written) by Facility. - Number of events / attendances generated by Active Communities / Active Schools programme.
Office of the Scottish Charitable Regulator (OSCR)	Initiatives and projects in place and planned to meet OSCR obligations and equality legislation.	<ul style="list-style-type: none"> - Narrative.
Equality & inclusion	Initiatives and projects in place and planned to meet equality and inclusion issues.	<ul style="list-style-type: none"> - Narrative.
Governance	Copies of Board Minutes and Board Reports and initiatives put in place to implement good governance	<ul style="list-style-type: none"> - Copy minutes and narrative
Services	Compliance with Services Specification	<ul style="list-style-type: none"> - Confirmation that the Company is not aware of any event or circumstance that may materially or adversely affect their ability to provide the Services and meet their obligations generally - Confirmation that all service levels of the Company are being adhered to or full details of, and reasons for, any service level interruption.

FINANCIAL REPORTS

Report Description/Contents	Service Levels	Details Required/Format
Accounts and Cash flow	Cash flow forecasts Management Accounts Variances on previous cash flow projections	<ul style="list-style-type: none"> - Cash flow statements. - Advance quarterly cash flow projections. - Quarterly management accounts. - Cumulative variances +/-5% from cost centre budgets and reasons.
Income	Services payment; entrance fees; membership fees; income from catering facilities and retail functions	<ul style="list-style-type: none"> - Total income generation by facility. - Recovery rate by facility - Average subsidy per admission by facility

Signed

by

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Director
For and on behalf of Sport Aberdeen

Date: