

Appendix 2 – Management Agreement Heads of Terms

SALTDEAN LIDO PROJECT

DRAFT HEADS OF TERMS OF OPERATING/MANAGEMENT AGREEMENT

SALTDEAN LIDO CIC (1)

WAVE LEISURE TRUST LTD (2)

1. Parties

Saltdean Lido CIC as owner and Wave Leisure Trust as service provider

2. Facility

Saltdean Lido swimming pools, associated external areas and the Lido building intended to comprise a gym, library, studio, meeting rooms for community and corporate hire, multi purpose function room, poolside kiosk and first floor café/bar. The parties wish to establish and promote the facility as an all round leisure facility for the benefit of the local community and a visitor attraction appealing to the people of and visitors to Brighton and Hove and East Sussex generally.

3. Term

The agreement will be for a term of 10 years from completion of building works with an option for a 5 year extension with the agreement of both parties. The agreement will provide for a 6 month pre-opening period when the parties will work together in order to ensure that all services and systems are in place ready for opening as soon as practicable following completion of building works.

4. General Obligations of Wave

Wave will provide a complete range of management services in order to manage the Facility. Wave will be directly responsible for the staffing and management of the pools, gym and room hire. Wave will administer, on behalf of CIC, any contract entered into by CIC with a specialist caterer/events company in relation to the operation of the catering offers within the facility.

5. Specific Obligations of Wave

- Compliance with Health and Safety and other legislation to ensure that the Facility is fully statutorily compliant.
- Placing and operation of maintenance contracts for day to day maintenance of building fabric, pools, grounds and m&e plant and machinery.
- Placing and operation of contracts for the maintenance and testing of fire alarms and other fire prevention and security equipment.
- Maintaining the Facility in a clean and tidy condition.

Appendix 2 – Management Agreement Heads of Terms

- To manage on behalf of CIC the contract for the operation of the catering outlets and organisation of events and hospitality functions
- To organise and manage energy consumption and adopt other relevant measures (eg cycle/car sharing schemes) in order to enhance the environmental sustainability of the Facility
- Develop and implement systems for monitoring customer satisfaction and handling customer complaints.
- Provide equipment for pools and gym.
- Provide software systems for membership, room bookings etc.

6. Staff

Wave will employ a full time centre manager who will be dedicated to the facility. Wave will employ and provide all other staff required for the efficient operation of the facility (other than the catering offers) so as to deliver the vision of CIC. All staff will have the appropriate level of competence and qualification for their respective roles and will be properly trained and refreshed by Wave

7. Pricing

The aim of CIC and Wave is that the pricing for the various offers to the public should be affordable. Pricing will be proposed annually by Wave for approval by CIC and will include a range of concessions for eg, juniors, seniors, etc and also a range of membership options for the pool and gym. Community groups and not for profit organisations will be offered discounted rates for room hire.

8. Opening Hours

It is intended that the lido should be operated as a year round community facility and visitor attraction offering different activities at different times of the year as follows

- Gym to be open from 7.00am to 10.00pm every day
- Pool to be open for 26 weeks each year from 9.00am to 6.00pm for seven days per week unless prevented by exceptionally adverse weather conditions

Other activities to be provided on an ad hoc basis including an ice rink in the winter open for 3 or 4 months with the precise opening hours to be agreed

9. Fee

Wave will receive an annual fee being based on an agreed proportion of its central overhead costs.

10. Marketing and Promotion

Appendix 2 – Management Agreement Heads of Terms

Wave will provide marketing resource from its central marketing team in order to promote the facility, working alongside CIC and the events and marketing manager. Formulation of the overall marketing strategy will be a matter for the project board.

11. Financials

All income generated by the use of the Facility will be utilised as follows

- To discharge operating costs
- To pay Wave's management fee
- To provide the sinking fund which will be used to defray the costs of maintaining the building, linked to a planned maintenance programme
- To be applied by CIC and Wave for community benefit

12. Performance Management

Wave will provide quarterly reports to CIC as to the operation of the contract. The report will include a financial report plus an operational report measuring performance against an agreed set of KPI's and compliance with agreed SLA's. The contract will include a regime designed to address under performance with termination being the ultimate sanction in the event of persistent failure to meet standards after collaborative processes and cure periods have been exhausted.