

**PUBLIC QUESTION RECEIVED for Place Scrutiny Committee – 17 January 2019
from Peter Cleasby**

To Councillor Bialyk Portfolio Holder Health and Wellbeing, Communities & Sport

Question

The report from the Director to the Executive meeting on 12 June 2018, entitled “Built Sports and Leisure Facilities”, includes the following statement at paragraph 8.4, referring to the Clifton Hill Sports Centre: “The on-going maintenance of the facility has also been hindered by the contractual split of responsibilities between the Council as landlord and Legacy Leisure/Parkwood Leisure as the facility operator, and the time taken to negotiate whose responsibility repair and other works are.”

Will the Council please?

- (a) explain why agreement on exactly who was responsible for what was not clarified before the contracts with Legacy Leisure and Parkwood Leisure were signed off;
- (b) confirm that this lack of clarity of responsibilities applies to all leisure facilities covered by the contract;
- (c) state whether this lack of clarity of responsibilities has contributed to the need for remedial repairs (1) at the Pyramids Swimming Pool and (2) at the Riverside Leisure Centre
- (d) estimate how much additional Council expenditure across all leisure facilities has been incurred because these responsibilities were not clear; and
- (e) state what lessons have been learned from this situation for application to the new leisure operator contract

Councillor Bialyk Portfolio Holder Health and Wellbeing, Communities & Sport responded to the questions:-

Response (a)

The original industry standard contract had been agreed in 2010. The Council were responsible for the fabric of the building and the replacement of electrical and mechanical plant. The operator was responsible for the servicing of electrical and mechanical plant and for keeping the interiors of the buildings in good decorative order.

In practical terms with ageing facilities the lack of clarity occurs when a problem such as a leak in a roof occurred causing damage to interior and exterior fabric and surveyors from different parties had to agree what the root cause was and who was responsible for the remedial costs. This had led to protracted contractual negotiations which in turn had contributed to delays in taking remedial action. Records could be checked to see who was responsible.

Response (b)

Yes, where built facilities were part of the contract

Response (c)

No, although this had led to protracted contractual negotiations which in turn had contributed to delays in taking remedial action.

Response (d)

There were no direct additional costs incurred as far as the Council could tell.

Response (e)

The key lesson was, where possible to have full repairing lease arrangements with new operator and a clearer contracted quality assurance role for the Council as landlord. This approach was being designed into new contracts, which would be going out for procurement later in the year. There had been great care taken on reasonability and lessons had been learnt.

Mr Cleasby was invited to respond, commenting that the final part of the response from Councillor Bialyk was important, and had provided him great reassurance for a difficult period. It was unfortunate that the original contract had been drawn up in such a way, to allow for such a protracted negotiation to take place.

As much as it would have been possible to quantify any impacts on the facilities, it could not have been an advantage to keeping the facilities in good order. He thanked the Place Scrutiny Committee and noting he was encouraged by the way forward.