

EAST RENFREWSHIRE COUNCIL24 JUNE 2015Report by Director of EducationCULTURE & LEISURE TRUST**PURPOSE OF REPORT**

1. This report seeks Council approval for the various documents required to complete the formal transfer of the agreed group of services to East Renfrewshire Culture & Leisure (Limited).

RECOMMENDATION

2. Council is asked:
- To consider and agree the documents annexed to this report (viz. Transfer Agreement, Services Agreement, Support Services Agreement, Articles of Association and Culture & Leisure Trust business plan for 2015/16) and in doing so to conclude the transfer of services to the Trust, with effect from 2 July 2015.
 - To homologate the decision to lodge the Articles of Association with the Office of the Scottish Charities Regulator.
 - To authorise the Chief Executive, in conjunction with the Leader of the Council, to agree minor changes to the set of legal documents transferring services to the Culture & Leisure Trust.

BACKGROUND

3. At its meeting on 17 December 2014, Council agreed that arrangements should be put in place for the transfer of a group of services to a Culture & Leisure Trust. These services being: Active Schools; Arts and Theatre; Community Halls, Libraries, Sports Centres and Sports Development.

4. There are financial benefits attached to the transfer of these services to an arms-length charitable organisation. However, it is also expected that the Culture & Leisure Trust will be better placed to be innovative and flexible in its approach to managing and delivering services, thus leading to improvements in the services offered.

5. At the meeting in December, the Director of Education was instructed to bring back the detailed legal Transfer of Services Agreement to Council for approval in June 2015. Following discussion and further work that agreement is now contained in a set of documents included in the annexes to this report.

PROGRESS

6. Up to the point when Council approved the transfer the emphasis was on feasibility and evaluation. Following that decision, the focus has moved to much more detailed implementation and planning. The anecdotal evidence is that East Renfrewshire has done a higher volume of work on this side of the transfer than in many other cases: we have tried to resolve as much as possible pre-transfer rather than adopt a "sort it out later" approach.

7. Key points are:

1. The Trust Chief Executive, Anthony McReavy, took up post on 18 May.
2. The Trust Board has been appointed and is in place. As agreed, it is made up of 9 trustees: 4 elected members; 5 independent trustees (one trustee drawn from the trade unions).
3. Necessary applications have been made to Office of the Scottish Charities Regulator (OSCR), HMRC and the Strathclyde Pension Fund. Update at last minute
4. The key legal documents have been finalised and are appended.
5. Service Level Agreements (SLAs) have been prepared and form part of the Support Services Agreement attached.
6. Properties to be licensed to the Trust have been identified with the boundaries clearly demarcated.
7. Relevant staff have been advised that they will transfer to the Trust under TUPE.
8. An employee forum has been established as a communication channel with staff on Trust issues. This has seen a shift in attitude over the life of the project from anxiety and wariness to anticipation.

KEY DOCUMENTS

8. Several documents are required to effect various aspects of the transfer of services to the Culture & Leisure Trust. Documents were prepared initially by the Council's legal advisers, in association with Council officers. They have subsequently been reviewed by the Trust Board and its own legal advisers. The documents as appended have been agreed by the Board.

9. These documents may be subject to minor amendment. It is recommended that Council delegates authority to the Chief Executive to agree such changes in conjunction with the Leader of the Council. Any material change will, of course, be brought back to Council for its consideration.

Articles of Association

10. This is the constitution or governance document for the Culture & Leisure Trust and is contained in Annex A. An equivalent document exists for the Trading Company, also contained in Annex A. The Trading Company, East Renfrewshire Culture & Leisure (Trading) Ltd, is needed to deal with activities which do not fit the charitable objects of the Trust: there are very few such activities but they include provision of vending and retail of sports goods. Any profits generated by the Trading Company will be passed to the Trust.

11. The Articles of Association for the Culture & Leisure Trust define its charitable purposes. These are:

- the advancement of education
- the advancement of the arts, heritage or culture;
- the advancement of public participation in sport; and
- the provision of recreational facilities, or the organisation of recreational activities, with the object of improving the condition of life for the persons from whom the facilities or activities are primarily intended.

12. The Articles set out the composition of the Trust Board, as indicated at paragraph 6 above. The Council is also entitled to have 2 observers at Board meetings who will be able to participate in discussions and act as a communication channel between Trust and Council: they will not have voting rights. It is proposed that the Director of Education and the Chief Accountant take on the role of observers.

13. The Articles of Association contain arrangements for appointing Trustees to the Board. East Renfrewshire Council has the right to appoint the four elected members. For the four independent trustees, the Trust will establish a nominations committee to consider candidates for the role of trustee: the Trust will then ask the Council to appoint to the Board candidates recommended by the nominations Committee.

14. The trade unions representing the Trust workforce will agree who will be put forward as a trustee. At present, it has been agreed that this will be the Branch Secretary of the East Renfrewshire Council branch of Unison.

15. The Trust's Articles of Association were required by OSCR in order to finalise the approval of the Trust's charitable status. Because of the urgency of this matter, the Articles as attached have been lodged with OSCR following consultation with the Leader of the Council and all political parties. Council is asked to homologate this action.

Transfer Agreement

16. This is contained in Annex B and creates the rights for the CLT to operate and use the assets that the Council has licensed to it, its facilities and its intellectual property. It also transfers to the Trust the Council goodwill and the benefits of the existing contracts.

17. East Renfrewshire Council will retain the ownership of the properties that are licensed to the Trust. The Transfer Agreement sets out the purposes for which they can be used. The properties that are being licensed have been identified and their boundaries clearly demarcated. Details are contained in Schedule 2 of the Transfer Agreement.

18. Contents of the buildings are licensed to the Trust for its use. A hard copy of the full inventory, appendix 1 to schedule 4 of the agreement, has been placed in the Members' library.

19. Existing arrangements, such as the cafes in Eastwood Park Theatre and the Barrhead Foundry, or employability services in the upper floor of the Foundry, will be passed over to the CLT.

20. The Transfer Agreement contains arrangements for the maintenance of the buildings that are being licensed to the Culture & Leisure Trust. The Council will retain responsibility for the maintenance of these buildings and will continue to hold the maintenance budget. The Trust will have the obligation to report any maintenance issues and to operate in such a way as to protect the Council's assets. The Council's Property service will have a fundamental obligation to maintain properties in a wind and watertight condition and to ensure that they do not pose any risk to the safety of staff or public. Major maintenance issues or proposals will be contained in the Trust's Business Plan. Communication and shared planning will be key to establishing an effective working relationship in this area.

21. The CLT will also be able to submit proposals to the Council's Asset Management Group for inclusion within the Council's capital programme. These will be evaluated along with all other proposals from Council departments and decisions taken when the capital programme is agreed at Council.

Services Agreement

22. The Services Agreement is contained in Annex C to this report. It manages the transfer of staff and sets out the on-going staffing obligations on the Trust. It also contains the arrangements for staff pensions.

23. Staff in the relevant services will transfer to the Trust under Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). They will transfer to the CLT on the basis of their current contract i.e. on their current terms and conditions. The Trust may seek to vary these conditions in the future but will be required to follow the TUPE regulations in making any proposal. Normal engagement and consultation with the trade unions and employees would also be required.

24. Extensive work has been done to identify those employees who should be transferring to the Culture & Leisure Trust and a list of employees is included as Schedule 5 to the Services Agreement.

25. Strathclyde Pension Fund has agreed that the Trust will be an admitted body to the Fund. Transferring employees will therefore retain their current pension arrangements and associated benefits. Should at any time in the future the Trust cease to have admitted body status, the Trust will require to put in place its own scheme which has been certified by an actuary as having broadly comparable terms to the Strathclyde scheme.

26. The Services Agreement also lays out the services that the Culture & Leisure Trust will provide. The key point here is that the Trust is expected to take a fresh look at the services delivered, introducing improvements to existing services as well as new services or developments. The service specification sets out the baseline for the services involved: it is not intended in any way to constrain the Trust's ability to enhance provision.

27. Schedule 7 sets out a change process where either the Council or the CLT can seek agreement to significant variations in services. Once again, this is not designed to obstruct the Trust's capacity to develop the services.

28. The principal document in the provision of services will be the Business Plan for the Trust. This will be an annual document, prepared by the Trust, agreed by its Board and then submitted to the Council for consideration as part of the budget setting process. It will set out the Trust's goals and targets for the forthcoming financial year and its budget proposals for that year. The Trust Board will agree charges for services but significant variations, for example in concessions policy, would feature within the Business Plan and would therefore be considered by Council. It is expected that there will be dialogue between Trust and Council throughout the development of the Council's revenue budget.

29. Council will agree the management fee to be paid to the Culture & Leisure Trust as part of its budget. That in effect determines the final content of the business plan.

30. The Services Agreement contains the reporting arrangements from the Trust to the Council. These are not intended to be onerous or limiting: they are designed to ensure that the CLT is delivering outcomes for the Council and that it is obtaining best value for the funding it receives.

Support Services Agreement

31. Up to the end of March 2017, the Council will provide a range of support services to the Culture & Leisure Trust, as part of assisting it to deliver its charitable objectives. These will be provided at no cost to the Trust. Thereafter, the Trust may either continue with this arrangement or seek to obtain those services wholly or partially from elsewhere. If it does wish to take support services from another provider, it is obliged to give notice of that to the Council by the end August 2016. If the Trust does not give such notice, the provision of the support service will continue for the following financial year, with the same notice requirements applying.

32. The Support Services Agreement is Annex D to this report, with individual service level agreements (SLAs) for each service area provided in Schedule 1. These include: accountancy, internal audit, HR, Communications and ICT. SLAs at this time are based upon the current level of provision given in support of the transferring services. It is agreed that a joint review process for these SLAs will be started within 3 months of the transfer date.

Business Plan

33. A Business Plan for the Trust was originally prepared by EY, the Council's advisers, and formed part of the papers considered by Council in December 2014. It has since been revised to update budget figures and make other changes in detail: the substantive content has not altered.

34. The Business Plan provides an overview of Trust activities and how it will operate, together with background information. It does not deal with the goals, targets and financial projections that will be contained in the CLT's annual Business Plan to be put forward in draft form each autumn for discussion with the Council. It is however attached here as Annex E.

FINANCE

35. The Council will pay an annual management fee to the Culture & Leisure Trust. The Trust's budget will be made up of this fee, its earned income plus any external funding it sources.

36. The management fee for the balance of 2015/16 will be pro rata to the services' budget for that year. The precise amount will be dependent on expenditure up to the point of transfer and also the final outcome of the OSCR application. The projected fees for 2016/17 and 2017/18 are £4,010,715 and £3,745,715 respectively.

37. The transfer of services from Council to the Culture & Leisure will produce reductions in Non Domestic Rates and in VAT: it will also result in additional costs. A net saving of £412,000 has been reflected in the revenue budget for 2016/17.

38. In addition to this reduction in cost, the Culture & Leisure Trust will also be required to make the volume of savings agreed for the transferring services as part of the Council's three year budget-setting process. These are summarised also in the Business Plan. The Trust will however be able to bring forward alternative proposals for achieving the same level of reductions, particularly through increased efficiencies and income generation.

CONCLUSION

39. A very large amount of work has been done by a range of Council officers and our advisers to prepare these services for transfer to an arms length charitable company. It also needs to be recognised that the recently-appointed Trustees have worked extremely hard to enable progress to be made. There will inevitably be issues which have been missed but the immense amount of preparation that has been done sets a solid foundation for the Culture & Leisure Trust.

40. The guiding principle throughout this project has been that the Trust is set up to succeed. The documents that have been prepared and the discussions that have taken place will make that possible. They create an environment that will give these services the best opportunity of being sustained and developing in what will be challenging times.

RECOMMENDATIONS

41. Council is asked:

- a) To consider and agree the documents annexed to this report (viz. Transfer Agreement, Services Agreement, Support Services Agreement, Articles of Association and Culture & Leisure Trust business plan for 2015/16) and in doing so to conclude the transfer of services to the Trust, with effect from 2 July 2015.
- b) To homologate the decision to lodge the Articles of Association with the Office of the Scottish Charities Regulator.
- c) To authorise the Chief Executive, in conjunction with the Leader of the Council, to agree minor changes to the set of legal documents transferring services to the Culture & Leisure Trust.

Mhairi Shaw
Director of Education
June 2015

Report Author:

Ken McKinlay, Head of Education Services, (Culture, Sport and Continuing Education)
0141 577 3103
ken.mckinlay@eastrenfrewshire.gov.uk

Convenor Contact Details:

Councillor Mary Montague,
Convenor for Community Services and Community Safety
Tel 0141 577 3107/8

Background papers:

Report by the Director of Education to East Renfrewshire Council, 17 December 2014 - East Renfrewshire Culture and Leisure Trust

Key Words

Key words are: Culture & Leisure Trust; Trust; arms-length organisation; charitable company; NNDR; VAT

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APPENDIX A

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

EAST RENFREWSHIRE CULTURE & LEISURE LIMITED

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PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

1 Definitions and interpretation

1.1 In these Articles, unless the context requires otherwise:

"Act" means the Companies Act 2006;

"Articles" means these articles of association;

"Bankruptcy" includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy or sequestration;

"Charitable Purposes" means a charitable purpose under section 7 of the Charities Act which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;

"Chairperson" has the meaning given in article 26;

"Chairperson of the Meeting" has the meaning given in article 34;

"Charities Act" means the Charities and Trustee Investment (Scotland) Act 2005;

"Clear Days" means the period of the length specified in these Articles excluding the day of the meeting and the day on which the notice is given. Where the notice is sent by post to an address in the United Kingdom, and the Company can show that it was properly addressed, pre-paid and posted, notice is deemed to have been given to the intended recipient 48 hours after it was posted;

"Company" means East Renfrewshire Culture & Leisure Limited;

"Council" means East Renfrewshire Council, a local authority constituted in terms of the Local Government etc. (Scotland) Act 1994 and having a principal office at Eastwood Park, Giffnock, East Renfrewshire G46 6UG;

"Council Trustee" means a Trustee appointed or re-appointed under article 8

"Document" includes, unless otherwise specified, any document sent or supplied in Electronic Form;

"Electronic Form" means, in relation to the sending or supply of a document or information, the sending or supply by electronic means (such as by e-mail or fax) or by any other means while in an electronic form (such as sending a disk by post);

"Eligible Trustee" means a Trustee who would be entitled to vote on the matter at a meeting of Trustees, but excluding any Trustee whose vote is not to be counted in respect of the particular matter;

"Employee Representative Trustee" means a Trustee appointed or re-appointed under article 11;

"Independent Trustee" means a Trustee appointed or reappointed under article 9;

"Member" has the meaning given in section 112 of the Act;

"Objects" means the objects of the Company described in article 2;

"Ordinary Resolution" has the meaning given in section 282 of the Act;

"Participate", in relation to a Trustees' meeting, has the meaning given in article 23 and "Participating" shall be construed accordingly;

"Proxy Notice" has the meaning given in article 40;

"Special Resolution" has the meaning given in section 283 of the Act;

"Trustee" means a director of the Company and includes any person occupying such position, such persons being charity trustees for the purposes of the Charities Act, by whatever name called; and

"Writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 Unless the context otherwise requires:

1.2.1 other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company;

1.2.2 words in the singular include the plural and in the plural include the singular; and

1.2.3 Unless the context otherwise requires, a reference to one gender includes a reference to the other gender;

1.3 These Articles apply instead, and to the exclusion, of the model articles for private companies limited by guarantee set out in schedule 2 of The Companies (Model Articles) Regulations 2008.

2 Objects

2.1 The Company will promote, advance and further Charitable Purposes and activities through the provision of services which enhance and contribute to the health, fitness and personal development and wellbeing of the residents of East Renfrewshire (and beyond) including, but not limited to, educational, sporting, culture and heritage based community activities.

- 2.2 In promoting, advancing and furthering Charitable Purposes and activities as detailed in article 2.1 the Company seeks to:-
- 2.2.1 encourage the population of the East Renfrewshire area to be more active in promoting and supporting the development of sporting and health and fitness opportunities that are accessible for everyone;
 - 2.2.2 support people to be more creative and nurture potential for personal success and wellbeing through the provision of cultural facilities and resources;
 - 2.2.3 help individuals and community groups to benefit from social engagement, community interaction and volunteering; and
 - 2.2.4 promote and make available lifelong learning opportunities, including the promotion of literacy and digital inclusion, and stemming from these opportunities make a social and economic contribution to society.
- 2.3 For the purposes of the Charities Act the following Charitable Purposes are relevant and for the purposes of the Charities Act are the Charitable Purposes identified as applicable from section 7 of the Charities Act:-
- 2.3.1 the advancement of education;
 - 2.3.2 the advancement of the arts, heritage or culture;
 - 2.3.3 the advancement of public participation in sport; and
 - 2.3.4 the provision of recreational facilities, or the organisation of recreational activities, with the object of improving the condition of life for the persons from whom the facilities or activities are primarily intended.
- 2.4 For the purposes of the Taxes Acts the provisions set out in articles 2.1 to 2.3 inclusive shall be read together to ensure the Charitable Purposes of the Company are compliant with the Taxes Act.

3 Charitable Declaration

- 3.1 It is declared that the assets of the Company shall only be applied for Charitable Purposes and the Trustees shall:-
- 3.1.1 act in accordance with the Charities Act; and
 - 3.1.2 do nothing to prevent the Company qualifying and continuing to qualify as charitable.
- 3.2 Each of the Trustees shall, in exercising his powers and duties as a Trustee, act in the interests of the Company. In doing so the Trustees must seek, in good faith, to ensure that the Trustees act in

a manner which is in accordance with the purposes of the Company and act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person.

4 Powers

In furtherance of the Objects the Company shall have the following powers:

SERVICES

- 4.1 to promote, establish, operate and manage facilities for culture, education, recreation, sports and other leisure time activities;
- 4.2 to prepare, organise, support (financially and/or otherwise) participate in, and/or conduct conferences, seminars, courses, programmes and events of all kinds;
- 4.3 to commission and/or conduct research, and to publish and promote the results of such research;
- 4.4 to design, prepare, publish and/or distribute informational and promotional materials, including information packs, leaflets, books, newsletters, magazines, posters and other publications, audio and video recordings, multimedia products, display materials and online or electronic resources;

FINANCIAL

- 4.5 to raise and accepts funds and contributions from any source, and appeal and apply for funds and contributions;
- 4.6 to effect insurance against risks relating to the activities of the Company and insurance referred to in article 47;

PERSONNEL

- 4.7 to employ and remunerate such employees as are considered necessary from time to time for the furtherance of the Objects, and to make arrangements for the putting in place of pensions provision for such employees and their partners and dependants;
- 4.8 to engage such consultants and advisers as are considered appropriate from time to time;

COLLABORATION

- 4.9 to liaise with any other person, including European, UK, Scottish and local government authorities and agencies, local enterprise companies, local economic development companies, voluntary sector bodies and others, all with a view to maximising the effectiveness of the Company in pursuing its Objects;
- 4.10 to initiate, promote, conduct, participate in (whether via a wholly owned subsidiary, a joint venture company, limited liability partnership or otherwise), co-ordinate, monitor and/or assist (whether

financially or otherwise), projects, initiatives and schemes of all kinds which further any of the Objects;

- 4.11 to promote companies and/or bodies whose activities may further one or more of the above Objects or may generate income to support the activities of the Company, acquire and hold shares, stocks, debentures and other interests in such companies, and carry out in relation to any such company which is a subsidiary of the company, all such functions as may be associated with a holding company;
- 4.12 to enter into any arrangement with any person which may be advantageous for the purposes of the activities of the Company, and to enter into any arrangement for co-operation or mutual assistance with any charity;

PROPERTY

- 4.13 to purchase, take on lease or in exchange, hire or otherwise acquire any property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its Objects;
- 4.14 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of the Objects;
- 4.15 to improve, manage, exploit, develop and otherwise deal with all or any part of the undertaking, property and rights of the Company;
- 4.16 to acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the Objects;
- 4.17 to purchase, take on lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activity of the Company;
- 4.18 to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company;
- 4.19 to improve, manage, enhance, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company;
- 4.20 to oppose or object to any application or proceedings which may prejudice the Company's interests; and
- 4.21 to do any or all such other lawful things as are necessary for the attainment of, or which might reasonably be regarded as likely to further, or which might appropriately be carried out in connection with, any or all of the Objects.

5 Income and Property

- 5.1 The income and property of the Company shall be applied solely towards the promotion of its Objects set out in article 2 and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company nor shall any payments be made to Trustees except as permitted by these Articles.

6 Liability of Members

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
- 6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
 - 6.1.2 payment of the costs, charges and expenses of winding up; and
 - 6.1.3 adjustment of the rights of the contributories among themselves.

PART 2 - TRUSTEES

7 Number of Trustees

The maximum number of Trustees shall be 9 comprising:

- 7.1 a maximum of four Council Trustees;
- 7.2 a maximum of four Independent Trustees; and
- 7.3 a maximum of one Employee Representative Trustees.

APPOINTMENT AND REMOVAL OF TRUSTEES

8 Appointment and removal of Council Trustees

- 8.1 Subject to article 7 the Council, for so long as it remains a Member of the Company, may by notice in writing given to the Company:
- 8.1.1 appoint any elected member of the Council who is willing so to act be a Council Trustee; or
 - 8.1.2 remove any Council Trustee from the office of Trustee.
- 8.2 Any appointment or removal of a Trustee under this article 8 shall be effective from the date on which the relevant notice is given to the Company.

9 Appointment and removal of Independent Trustees

- 9.1 Subject to articles 7, 9.3 and 10 the Council, for so long as it remains a Member of the Company, may by notice in writing, signed on its behalf by an appropriate officer and given to the Company:
- 9.1.1 appoint any person from among the candidates recommended to it by the Nominations Committee (other than an elected member, officer, or employee of the Council) who is willing so to act to be an Independent Trustee; or
- 9.1.2 remove any Independent Trustee from the office of Trustee.
- 9.2 Any appointment or removal of a Trustee under this article 9 shall be effective from the date on which the relevant notice is given to the Company.
- 9.3 The Independent Trustees shall be appointed on the basis of their being representative of the East Renfrewshire area and/or together representing or possessing a comprehensive range of skills and interests relevant to the Objects of the Company, and of their having skills and experience which, in the opinion of the Member, would be of assistance to the board of Trustees.
- 9.4 Subject to article 9.3, and notwithstanding the provisions of article 9.1 and article 10, if, at any time, there is less than two appointed Independent Trustees, the Council shall have the power to appoint Independent Trustees (other than elected members, officers, or employees of the Council) who are willing so to act to be Independent Trustees in order to make up the number of appointed Independent Trustees to no more than two.

10 Nominations Committee

- 10.1 The Trustees shall establish a committee (the "Nominations Committee") to make recommendations to the Council in relation to the selection of appropriate individuals for appointment as Independent Trustees.
- 10.2 The members of the Nominations Committee shall comprise:
- 10.2.1 two (2) Council Trustees;
- 10.2.2 two (2) Independent Trustees; and
- 10.2.3 one (1) individual (not being a Trustee) who shall have expertise in HR matters.
- 10.3 Subject to articles 10.2 to 10.4, the composition and proceedings of the Nominations Committee shall be governed by such standing orders as may be issued by the Trustees from time to time.
- 10.4 In carrying out its functions, the Nominations Committee shall give effect to the following principles:-

- 10.4.1 the Nominations Committee should set an appropriate skills matrix to guide it in selecting and evaluating appropriate candidates, and should review and adjust that skills matrix from time to time;
- 10.4.2 nominations for Independent Trustees falling within the remit of the Nominations Committee should be sought from representatives of the local community and/or other stakeholders and/or others having skills that could assist the Company in carrying out its objects including (but not limited to) community representatives, sports representatives, facility users/customers, academic representatives and members of the business community;
- 10.4.3 all expressions of interest submitted via a formal and prescribed selection and recruitment process which has been set by the Nominations Committee should be considered by the Nominations Committee; and
- 10.4.4 the Nominations Committee should maintain a register of suitable candidates for future reference.

11 Appointment and removal of Employee Representative Trustees

- 11.1 Subject to article 7 the Council, for so long as it remains a Member of the Company, may by notice in writing, signed on its behalf by an appropriate officer and given to the Company:
 - 11.1.1 appoint an Eligible Employee Representative, who shall be agreed upon amongst Eligible Employee Representatives from time to time and is willing so to act as an Employee Representative Trustee; or
 - 11.1.2 remove any Employee Representative Trustee from the office of Trustee.
- 11.2 Any appointment or removal of a Trustee under this article 11 shall be effective from the date on which the relevant notice is given to the Company.
- 11.3 In this clause, an Eligible Employee Representative shall mean a representative of a trade union that represents employees of the Company from time to time.

12 Term and Termination of Trustee's appointment

- 12.1 Each Trustee shall, once appointed, hold office for no more than four years from the date on which he is appointed ("Set Term"). At the end of a Set Term that Trustee may (subject to article 12.2) be reappointed or nominated for re-appointment (as the case may be) always in accordance with the provisions of these Articles.
- 12.2 Subject to article 12.3 a Trustee shall serve a maximum of two consecutive Set Terms.
- 12.3 Notwithstanding the provisions of article 12.2, a Trustee may serve one or more additional Set Term in addition to his second Set Term if the remaining Trustees determine at a meeting of the

Trustees that special circumstances exist which justify the appointment of that Trustee for each Set Term in addition to his second Set Term.

- 12.4 A person ceases to be a Trustee if:
- 12.4.1 that person ceases to be a Trustee by virtue of any provision of the Act or is prohibited from being a Trustee by law;
 - 12.4.2 that person becomes prohibited by law from being a charity trustee;
 - 12.4.3 a Bankruptcy order is made against that person;
 - 12.4.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 12.4.5 notification is received by the Company from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms.

13 Trustees' and secretary's expenses and remuneration

- 13.1 The Company may pay any reasonable expenses which the Trustees and the company secretary (if any) properly incur in connection with their attendance at meetings of Trustees or committees of Trustees or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
- 13.2 No Trustee shall be appointed to any office under the Company in respect of which a salary or fee is payable.
- 13.3 No benefit (in money or money's worth) shall be given by the Company to any Trustee except for the repayment of reasonable out of pocket expenses.
- 13.4 The Employee Representative Trustee (if he/she is also an employee of the Company) shall, notwithstanding that he/she is a Trustee of the Company, be entitled to all remuneration, and all pensions and/or other benefits, paid or provided to him/her in his/her capacity as an employee of the Company.

TRUSTEES' POWERS AND RESPONSIBILITIES

14 Trustees' general authority

- 14.1 Subject to these Articles, the Trustees are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

15 Members' reserve power

- 15.1 The Members may, by Special Resolution, direct the Trustees to take, or refrain from taking, specified action.

- 15.2 No such Special Resolution invalidates anything which the Trustees have done before the passing of the resolution.

16 Trustees' interests

- 16.1 Subject to the provisions of the Act, articles 2, 17.3 and 28.2 and provided that he/she has disclosed to the Trustees the nature and extent of any personal interest which he/she has (unless immaterial), a Trustee:

16.1.1 may be a party to, or have some other personal interest in, any transaction or arrangement with the Company or any associated company;

16.1.2 may be party to, or have some other personal interest in, any transaction or arrangement in which the Company or any associated company has an interest;

16.1.3 in the case of the Employee Representative Trustee, may be employed by the Company;

16.1.4 may be a trustee or secretary of, or employed by, or have some other personal interest in any associated company;

16.1.5 shall not, because of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such company,

16.1.6 and no such transaction or arrangement shall be liable to be treated as void on the grounds of any such interest or benefit.

- 16.2 Without prejudice to 16.1 above, a Trustee may be an elected member, officer, or employee of the Council and the duty of Trustees under section 175 of the Act to avoid situations under which they have, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company shall not extend to any such relationship with the Council.

17 Conduct of Trustees

- 17.1 Each of the Trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the Trustees or the Members from time to time; for the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of directors contained in these Articles, and the relevant provisions of these Articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

- 17.2 It is the duty of each Trustee to take decisions (and exercise his/her other powers and responsibilities as a Trustee) in such a way as he/she considers, in good faith, will be most likely to promote the success of the Company and will be in the interests of the Company, and irrespective

of office, post, engagement or other connection which he/she may have with any other body which may have an interest in the matter in question.

17.3 Without prejudice to 17.2 above, each of the Trustees shall have a duty, in exercising functions as a charity trustee, to act in the interests of the Company; and in particular, must:

17.3.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its purposes;

17.3.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

17.3.3 in circumstances giving rise to the possibility of a conflict of interest between the Company and any party responsible for the appointment of a Trustee:

17.3.3.1 put the interests of the Company before the other party;

17.3.3.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any deliberation or decision of the other Trustees with regard to the matter in question;

17.3.4 ensure that the Company complies with any direction, requirement, notice or duty imposed under or by virtue of the Charities Act ; and

17.3.5 comply with the rules and/or bye laws prescribed by the board of Trustees from time to time, in accordance with article 17.1; for the avoidance of doubt, such rules and/or bye laws shall be supplemental to the provisions relating to the conduct of Trustees contained in these Articles, and the relevant provisions of these Articles shall be interpreted and applied in accordance with the provisions of the rules and/or bye laws in force from time to time.

18 Trustees may delegate

18.1 Subject to these Articles, the Trustees may delegate any of the powers which are conferred on them under these Articles:

18.1.1 to such person or committee;

18.1.2 by such means (including by power of attorney);

18.1.3 to such an extent;

18.1.4 in relation to such matters or territories; and

18.1.5 on such terms and conditions;

as they think fit.

18.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

18.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

19 Committees

19.1 Committees to which the Trustees delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Trustees.

19.2 The Trustees may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

DECISION MAKING BY TRUSTEES

20 Trustees to take decisions collectively

20.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 21.

20.2 If:

20.2.1 the Company only has one Trustee for the time being; and

20.2.2 no provision of these Articles requires it to have more than one Trustee,

the general rule does not apply, and the Trustee may (for so long as he remains the sole Trustee) take decisions without regard to the provisions of articles 20 to 30 inclusive.

21 Unanimous decisions

21.1 A decision of the Trustees is taken in accordance with this article when all Eligible Trustees indicate to each other by any means that they share a common view on a matter.

21.2 Such a decision may take the form of a resolution in Writing where each Eligible Trustee has signed one or more copies of it or to which each Eligible Trustee has otherwise indicated agreement in Writing.

21.3 A decision may not be taken in accordance with this article if the Eligible Trustees would not have formed a quorum at such a meeting in accordance with article 25 below.

22 Calling a Trustees' meeting

- 22.1 Any Trustee may call a Trustees' meeting by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.
- 22.2 Notice of any Trustees' meeting must indicate:
- 22.2.1 its proposed date and time;
 - 22.2.2 where it is to take place; and
 - 22.2.3 if it is anticipated that Trustees Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 22.3 Notice of a Trustees' meeting must be given to each Trustee, but need not be in Writing.
- 22.4 Notice of a Trustees' meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

23 Participation in Trustees' meetings

- 23.1 Subject to these Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting ("**Participate**") when:
- 23.1.1 the meeting has been called and takes place in accordance with these Articles; and
 - 23.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 23.2 In determining whether Trustees are Participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 23.3 If all the Trustees Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

24 Council observers at meetings of the Trustees

- 24.1 The Trustees shall allow individuals, nominated by the Council (for so long as it is a Member of the Company), to attend and speak (but not vote) at any meeting of the Trustees; any such person shall not be entitled to exercise any of the powers of a Trustee, and shall not be deemed to constitute a Trustee for the purposes of the Act, the Charities Act or any provision of these Articles.

25 Quorum for Trustees' meetings

- 25.1 At a Trustees' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 25.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but where the Company has two or more Trustees it must never be less than two, and unless otherwise fixed it is five.
- 25.3 A quorum shall not be deemed to be present at any meeting of the Trustees unless there is at least one Council Trustee and one Independent Trustee present at that meeting (except if at any time there is no Council Trustee appointed to the Company, in which case the quorum shall be present only if all Independent Trustees and the Employee Representative Trustee are present).
- 25.4 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to call a general meeting so as to enable the Members to appoint further Trustees.

26 Chairing of Trustees' meetings

- 26.1 The Trustees may appoint a Trustee to chair their meetings.
- 26.2 The person so appointed for the time being is known as the Chairperson.
- 26.3 The Trustees shall endeavour to select an Independent Trustee as Chairperson, provided an Independent Trustee is willing to act in such a role.
- 26.4 The Trustees may terminate the Chairperson's appointment at any time.
- 26.5 If the Chairperson is not Participating in a Trustees' meeting within ten minutes of the time at which it was to start, the Participating Trustees must appoint one of themselves to chair it.

27 Casting vote

- 27.1 If the numbers of votes for and against a proposal are equal, the Chairperson or other Trustee chairing the meeting has a casting vote.
- 27.2 Article 27.1 does not apply if, in accordance with these Articles, the Chairperson or other Trustee is not to be counted as Participating in the decision-making process for quorum or voting purposes.

28 Trustees' conflicts of interest in transactions or arrangements

- 28.1 If a proposed decision of the Trustees is concerned with an existing or proposed transaction or arrangement with the Company in which a Trustee is interested (whether directly or indirectly), that

Trustee shall disclose the nature and extent of that interest to the other Trustees in accordance with sections 177 or 182 of the Act and the Charities Act as applicable.

- 28.2 Subject to 28.4, 28.5 and 28.7, a Trustee shall not vote at a meeting of Trustees or at a meeting of a committee of Trustees on any resolution concerning a matter in which he/she has, directly or indirectly, a personal interest or duty (unless immaterial) which conflicts or may conflict with the interests of the Company.
- 28.3 For the purposes of 28.1 above:
- 28.3.1 an interest of a person who is taken to be connected with a Trustee for any purpose of the Act, shall be treated as a personal interest in the Trustee; and
- 28.3.2 a Trustee shall (subject to 28.4) be deemed to have a personal interest in relation to a particular matter if a body in relation to which he/she is an employee, Trustee, member of the management committee, officer or elected representative has an interest in that matter.
- 28.4 A Council Trustee shall, notwithstanding the provisions of 28.1 and 28.3.2, be entitled to vote in relation to a particular matter notwithstanding that the Council has an interest in that matter; but on the basis that in the exercising their voting rights in respect of any such matter, the Council Trustees shall comply with the provisions of article 17.
- 28.5 A Trustee shall, notwithstanding the provisions of 28.1 and 28.2, be entitled to vote in relation to a particular matter notwithstanding that he/she has an interest in that matter; but only on the basis that:
- 28.5.1 a majority of the Trustees present at the meeting who are not interested in the matter approve that he/she be entitled to vote; and
- 28.5.2 in the exercising their voting rights in respect of any such matter, he/she shall comply with the provisions of article 17.
- 28.6 A Trustee will not count towards the quorum of a meeting (or part of a meeting) at which he/she is not entitled to vote.
- 28.7 The Company may (subject to the Charities Act) by Ordinary Resolution suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of this article 28.

29 Minutes of meetings

- 29.1 The Trustees shall ensure that the Company records minutes of proceedings at any Trustees' meetings and that such records are kept for at least 10 years from the date of the relevant meeting.

30 Trustees' discretion to make further rules

Subject to these Articles, and provided it does not conflict with these Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees. **PART 3 – DECISION-MAKING BY MEMBERS**

ORGANISATION OF GENERAL MEETINGS**31 Convening a general meeting**

- 31.1 The Trustees of the Company may call a general meeting of the Company.
- 31.2 In accordance with the provisions of the Act, the Members of the Company may require the Trustees to call a general meeting of the Company provided the request is made by Members representing at least 5% of the total voting rights of all the Members having a right to vote at general meetings.
- 31.3 A general meeting must be called by notice of at least 14 Clear Days. It may be called by shorter notice than this if agreed to by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights at that meeting of all the Members.
- 31.4 Notice of a general meeting must be sent to every Member, every Trustee and the Company's auditors (if any).
- 31.5 A notice of a general meeting must include:
- 31.5.1 the time, date and place of the meeting;
 - 31.5.2 the general nature of the business to be dealt with at the meeting; and
 - 31.5.3 notification of the Member's right to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote at a meeting as set out in section 324 of the Act.

32 Attendance and speaking at general meetings

- 32.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 32.2 A person is able to exercise the right to vote at a general meeting when:
- 32.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

32.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

32.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

32.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

32.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

33 Quorum for general meetings

33.1 No business other than the appointment of the Chairperson of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

33.2 If and for so long as the Company has only one Member, the quorum is one qualifying person. In any other case, the quorum is two qualifying persons subject to section 318(2) of the Act. A "qualifying person" means an individual who is a Member of the Company, a corporate representative duly authorised under section 323 of the Act, or a person appointed as a proxy of a Member in relation to a meeting.

34 Chairing general meetings

34.1 If the Trustees have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.

34.2 If the Trustees have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

34.2.1 the Trustees present; or

34.2.2 (if no Trustees are present), the meeting,

must appoint a Trustee or Member to chair the meeting, and the appointment of the Chairperson of the Meeting must be the first business of the meeting.

34.3 The person chairing a meeting in accordance with this article is referred to as "the Chairperson of the Meeting".

35 Attendance and speaking by Trustees and non-Members

35.1 Trustees may attend and speak at general meetings, whether or not they are Members.

- 35.2 The Chairperson of the Meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

36 Adjournment

- 36.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairperson of the Meeting must adjourn it.

- 36.2 The Chairperson of the Meeting may adjourn a general meeting at which a quorum is present if:

36.2.1 the meeting consents to an adjournment; or

36.2.2 it appears to the Chairperson of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 36.3 The Chairperson of the Meeting must adjourn a general meeting if directed to do so by the meeting.

- 36.4 When adjourning a general meeting, the Chairperson of the Meeting must:

36.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and

36.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 36.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it:

36.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

36.5.2 containing the same information which such notice is required to contain.

- 36.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

37 Voting: general

- 37.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

- 37.2 On a vote on a resolution on a show of hands:

- 37.2.1 every Member who (being an individual) is present in person shall have one vote;
 - 37.2.2 every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution shall have one vote unless article 37.2.4 or article 37.2.5 applies;
 - 37.2.3 every Member who (being a body corporate, including any local authority) is present by a duly authorised corporate representative shall have one vote;
 - 37.2.4 a proxy has one vote for and one vote against the resolution if he has been duly appointed by more than one Member entitled to vote on the resolution and he has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it;
 - 37.2.5 where a proxy has been duly appointed by more than one Member entitled to vote on the resolution and has received concrete instructions to vote in the same way from one or more of those Members and been given a discretion as to how he votes by one or more other of those Members, he may, if he chooses, cast a second vote the other way under the discretionary authority.
- 37.3 On a vote on a resolution on a poll taken at a meeting, every Member has one vote. On a poll, votes may be given personally or by proxy.

38 Errors and disputes

- 38.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 38.2 Any such objection must be referred to the Chairperson of the Meeting whose decision is final.

39 Poll votes

- 39.1 A poll on a resolution may be demanded:
 - 39.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 39.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 39.2 A poll may be demanded by:
 - 39.2.1 the Chairperson of the Meeting;
 - 39.2.2 the Trustees;
 - 39.2.3 two or more persons having the right to vote on the resolution; or

- 39.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 39.3 A demand for a poll may be withdrawn if:
 - 39.3.1 the poll has not yet been taken; and
 - 39.3.2 the Chairperson of the Meeting consents to the withdrawal.
- 39.4 Polls must be taken immediately and in such manner as the Chairperson of the Meeting directs.

40 Content of Proxy Notices

- 40.1 Proxies may only validly be appointed by a notice in Writing (a “**Proxy Notice**”) which:
 - 40.1.1 states the name and address of the Member appointing the proxy;
 - 40.1.2 identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
 - 40.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 40.1.4 is either delivered to the Company in accordance with these Articles and any instructions contained in or accompanying the notice of the general meeting or the proxy form, or whose delivery is otherwise accepted by the Chairperson of the Meeting at his discretion.
- 40.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 40.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 40.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 40.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 40.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

41 Delivery of Proxy Notices

- 41.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

- 41.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 41.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 41.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

42 Amendments to resolutions

- 42.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 42.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairperson of the Meeting may determine; and
 - 42.1.2 the proposed amendment does not, in the reasonable opinion of the Chairperson of the Meeting, materially alter the scope of the resolution.
- 42.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- 42.2.1 the Chairperson of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 42.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 42.3 If the Chairperson of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

43 Written resolutions

The Members may pass any resolution (other than a resolution to remove a Trustee or auditor before expiry of his term of office) as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

44 Means of communication to be used

- 44.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 44.2 Subject to these Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.
- 44.3 A Trustee may agree with the Company that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

45 Winding-up

- 45.1 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall be paid or transferred to, the Council to be applied solely for a Charitable Purpose or purposes.
- 45.2 To the extent that effect cannot be given to Article 45.1 above, the relevant property shall be transferred to another charity to be applied for a Charitable Purpose or purposes.

TRUSTEES' AND COMPANY SECRETARY'S INDEMNITY AND INSURANCE**46 Indemnity**

- 46.1 Subject to articles 46.2 and 46.3, but without prejudice to any indemnity to which a Trustee is otherwise entitled:
- 46.1.1 each Trustee may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Trustee:
- 46.1.1.1 in the actual or purported execution and/or discharge of his duties (including the duties of a charity trustee) or in relation to them; and
- 46.1.1.2 in relation to the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence,

default, breach of duty or breach of trust in relation to the Company's or an associated company's affairs; and

46.1.2 the Company may provide any Trustee with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 46.1.1 and otherwise may take any action to enable any such Trustee to avoid incurring such expenditure.

46.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law including any provision of the Charities Act.

46.3 This article does not authorise indemnification in respect of any liability incurred by the Trustee to make payment in respect of the matters set out in article 47.2.

46.4 In this article 46, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

47 Insurance

47.1 The Trustees may arrange for the purchase, from the Company's funds, of insurance designed to indemnify the Trustees against personal liability in respect of any negligence, default or breach of duty committed by them in their capacity as:

47.1.1 a charity trustee of the Company, or

47.1.2 Trustees or officers carrying on any activities on behalf of the Company.

47.2 The terms of such insurance must, however, be framed to exclude the provision of any indemnity in respect of any liability incurred by the Trustee to pay:

47.2.1 a fine imposed in criminal proceedings;

47.2.2 a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature;

47.2.3 in respect of representation in any criminal proceedings in which the Trustee is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by the Trustee;

47.2.4 to the Company that arises out of any conduct which the Trustee knew (or must reasonably be assumed to have known) was not in the interests of the Company or in the case of which the Trustee did not care whether it was in the interests of the Company or not.

47.3 For the purposes of article 47.2, the reference to conviction does not include a conviction:

- 47.3.1 quashed by an order under section 118(1)(b) or 183(1)(c) of the Criminal Procedure (Scotland) Act 1995;
- 47.3.2 quashed by an order under section 118(1)(c) of that Act and which order has the effect of an acquittal by virtue of section 119(9) of that Act or otherwise;
- 47.3.3 in relation to which the verdict is set aside by an order under section 183(1)(d) of that Act and which order has the effect of an acquittal by virtue of section 185(9) of that Act or otherwise.

48 Accounts and independent examination / audit

- 48.1 Except as provided by law or authorised by the Trustees by a resolution, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.
- 48.2 The Trustees shall comply with the provisions of the Charities Accounts (Scotland) Regulations 2006 (or any statutory modification or re-enactment thereof for the time being in force). The Chartered Accountant (or firm) or Independent Examiner shall have access to all papers, books, vouchers, accounts and documents relating to the Company.

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

East Renfrewshire Culture & Leisure (Trading) Limited

Incorporated on 12th September 2014

**Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
Tel: +44 (0) 0131 228 3777
Fax: +44 (0) 0131 228 3878**

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PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

49 Definitions and interpretation

- 49.1 1.1 In the Articles, unless the context requires otherwise:
- 49.1.1 "**Act**" means the Companies Act 2006;
 - 49.1.2 "**Alternate**" or "**Alternate Director**" has the meaning given in article 22;
 - 49.1.3 "**Appointor**" has the meaning given in article 22;
 - 49.1.4 "**Articles**" means the company's articles of association;
 - 49.1.5 "**Bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;
 - 49.1.6 "**Chairman**" has the meaning given in article 12;
 - 49.1.7 "**Chairman of the Meeting**" has the meaning given in article 47.3;
 - 49.1.8 "**Clear Days**" means the period of the length specified in the Articles excluding the day of the meeting and the day on which the notice is given. Where the notice is sent by post to an address in the United Kingdom, and the company can show that it was properly addressed, pre-paid and posted, notice is deemed to have been given to the intended recipient 48 hours after it was posted;
 - 49.1.9 "**Companies Acts**" means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the company;
 - 49.1.10 "**Company's Lien**" has the meaning given in article 30;
 - 49.1.11 "**Director**" means a director of the company (or, where the context requires, of a Subsidiary or of an associated company), and includes any person occupying the position of director, by whatever name called;
 - 49.1.12 "**Distribution Recipient**" has the meaning given in article 37.2;
 - 49.1.13 "**Document**" includes, unless otherwise specified, any document sent or supplied in Electronic Form;
 - 49.1.14 "**Electronic Form**" means, in relation to the sending or supply of a document or information, the sending or supply by electronic means (such as by e-mail or fax) or by any other means while in an electronic form (such as sending a disk by post);

- 49.1.15 "**Eligible Director**" means a Director who would be entitled to vote on the matter at a meeting of Directors, but excluding any Director whose vote is not to be counted in respect of the particular matter;
- 49.1.16 "**Fully Paid**" in relation to a Share means that the nominal value and any premium to be paid to the company in respect of that Share have been Paid to the company;
- 49.1.17 "**Group Undertaking**" has the meaning given in section 1161(5) of the Act;
- 49.1.18 "**Holder**" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;
- 49.1.19 "**Instrument**" means a document in paper copy or similar form capable of being read;
- 49.1.20 "**Lien Enforcement Notice**" has the meaning given in article 31;
- 49.1.21 "**Ordinary Resolution**" has the meaning given in section 282 of the Act;
- 49.1.22 "**Paid**" means paid or credited as paid;
- 49.1.23 "**Participate**", in relation to a Directors' meeting, has the meaning given in article 10 and "**Participating**" shall be construed accordingly;
- 49.1.24 "**Proxy Notice**" has the meaning given in article 53;
- 49.1.25 "**Share**" or "**Shares**" means a share or shares in the company;
- 49.1.26 "**Shareholder**" means a person who is the Holder of a Share;
- 49.1.27 "**Special Resolution**" has the meaning given in section 283 of the Act;
- 49.1.28 "**Subsidiary**" has the meaning given in section 1159 of the Act;
- 49.1.29 "**Transmittee**" means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law; and
- 49.1.30 "**Writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
- 49.2 Unless the context otherwise requires:-
- 49.2.1 other words or expressions contained in the Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the company; and
- 49.2.2 words in the singular include the plural and in the plural include the singular.

49.3 These Articles apply instead, and to the exclusion, of the model articles for private companies limited by shares set out in schedule 1 of The Companies (Model Articles) Regulations 2008.

50 Liability of members

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

PART 2 - DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

51 Directors' general authority and power to change name

51.1 Subject to the Articles, the Directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

51.2 Subject to the Articles, the Directors have the power to change the company's name.

52 Shareholders' reserve power

52.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

52.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

53 Directors may delegate

53.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:-

53.1.1 to such person or committee;

53.1.2 by such means (including by power of attorney);

53.1.3 to such an extent;

53.1.4 in relation to such matters or territories; and

53.1.5 on such terms and conditions

as they think fit.

53.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

53.3 The Directors may revoke any delegation, in whole or part, or alter its terms and conditions.

54 Committees

- 54.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 54.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION MAKING BY DIRECTORS**55 Directors to take decisions collectively**

- 55.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- 55.2 If:-
- 55.2.1 the company only has one Director for the time being; and
 - 55.2.2 no provision of the Articles requires it to have more than one Director

the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to the provisions of articles 7 to 16 inclusive (but with the benefit of article 14.3).

56 Unanimous decisions

- 56.1 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 56.2 Such a decision may take the form of a resolution in Writing where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing.
- 56.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

57 Calling a Directors' meeting

- 57.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 57.2 Notice of any Directors' meeting must indicate:-
- 57.2.1 its proposed date and time;

- 57.2.2 where it is to take place; and
- 57.2.3 if it is anticipated that Directors Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 57.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.
- 57.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

58 Participation in Directors' meetings

- 58.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting ("Participate"), when:-
- 58.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 58.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 58.2 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 58.3 If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

59 Quorum for Directors' meetings

- 59.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on except a proposal to call another meeting.
- 59.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but where the company has two or more Directors it must never be less than two, and unless otherwise fixed it is two.
- 59.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Director's conflict, if there is only one Eligible Director in office other than the Interested Directors (as defined in that article), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 59.4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:-

59.4.1 to appoint further Directors; or

59.4.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

60 Chairing of Directors' meetings

60.1 The Directors may appoint a Director to chair their meetings.

60.2 The person so appointed for the time being is known as the Chairman.

60.3 The Directors may terminate the Chairman's appointment at any time.

60.4 If the Chairman is not Participating in a Directors' meeting within ten minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

61 Casting vote

61.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.

61.2 Article 13.1 does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as Participating in the decision-making process for quorum or voting purposes.

62 Directors' conflicts of interest in transactions or arrangements

62.1 If a proposed decision of the Directors is concerned with an existing or proposed transaction or arrangement with the company in which a Director is interested (whether directly or indirectly), that Director shall disclose the nature and extent of that interest to the other Directors in accordance with sections 177 or 182 of the Act as applicable.

62.2 A Director who has complied with article 14.1:-

62.2.1 is to be counted as Participating in the decision-making process for quorum and voting purposes (this includes any Directors' meeting or part of a Directors' meeting);

62.2.2 may be a party to, or otherwise interested in, any transaction or arrangement:

62.2.2.1 with the company;

62.2.2.2 with any Group Undertaking or with any other body corporate in which the company is otherwise interested; or

62.2.2.3 in which the company is otherwise interested, directly or indirectly;

62.2.3 may be a director or other officer of, or employed by, or otherwise interested in, any Group Undertaking or in any other body corporate in which the company is otherwise interested; and

62.2.4 shall not, save as he otherwise may agree, be accountable to the company for any remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from any of the matters described in articles 14.2.2 and 14.2.3. No such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

62.3 Where article 7.2 applies, the sole Director of the company is authorised in terms of articles 14.2.2 to 14.2.4 and shall be deemed to have complied with article 14.1.

63 Minutes of meetings

The Directors shall ensure that the company records minutes of proceedings at any Directors' meetings and that such records are kept for at least 10 years from the date of the relevant meeting.

64 Directors' discretion to make further rules

Subject to the Articles, and provided it does not conflict with the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

65 Board authorisation of situational conflicts

65.1 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company.

65.2 Authorisation of a matter under this article shall be effective only if:-

65.2.1 the matter in question shall have been proposed in Writing for consideration by the Directors in accordance with the board's normal procedures or in such other manner as the Directors may approve;

65.2.2 where the matter is to be considered at a Directors' meeting, any requirement as to the quorum at such meeting is met without counting the Director in question and any other interested Director (together "Interested Directors"); and

65.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

65.3 Any authorisation of a matter under this article (whether at the time of giving the authorisation or subsequently) may:-

- 65.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- 65.3.2 be for such duration and subject to such terms, conditions or limitations as the Directors may determine (including, without limitation, as to the Director's entitlement to receive information on the matter, and his entitlement to Participate in any subsequent decision-making process relating to the matter); and
- 65.3.3 be varied or terminated by the Directors at any time.
- 65.4 In authorising a matter under this article, the Directors may decide that if a Director has obtained any information through his involvement in the matter otherwise than as a Director of the company and in respect of which he owes a duty of confidentiality to another person, then the Director is under no obligation to:-
- 65.4.1 disclose such information to all or any of the Directors or other officer or employee of the company; or
- 65.4.2 use or apply any such information in performing his duties as a Director
- where to do so would amount to a breach of that confidence.
- 65.5 Where the Directors authorise a matter under this article, the Director will:-
- 65.5.1 conduct himself in accordance with any terms imposed by the Directors in relation to the matter; and
- 65.5.2 not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, conditions and limitations (if any) which the Directors have imposed in respect of its authorisation.
- 65.6 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director) to account to the company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any matter authorised:-
- 65.6.1 by the Directors under this article; or
- 65.6.2 by the company in general meeting
- subject in each case to any terms, limits or conditions attaching to that authorisation. Any contract, transaction or arrangement relating thereto shall not be liable to be avoided on such grounds.

APPOINTMENT OF DIRECTORS

66 Methods of appointing Directors

66.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a Director:-

66.1.1 by Ordinary Resolution; or

66.1.2 by a decision of the Directors.

66.2 In any case where, as a result of death, the company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in Writing, to appoint a person to be a Director.

67 Termination of Director's appointment

67.1 A person ceases to be a Director as soon as:-

67.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

67.1.2 a Bankruptcy order is made against that person;

67.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

67.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or

67.1.5 notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

68 Directors' remuneration

68.1 Directors may undertake any services for the company that the Directors decide.

68.2 Directors are entitled to such remuneration as the Directors determine:-

68.2.1 for their services to the company as Directors; and

68.2.2 for any other service which they undertake for the company.

68.3 Subject to the Articles, a Director's remuneration may:-

68.3.1 take any form; and

68.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

68.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

69 Directors' and secretary's expenses

69.1 The company may pay any reasonable expenses which the Directors and the secretary (if any) properly incur in connection with their attendance at:-

69.1.1 meetings of Directors or committees of Directors;

69.1.2 general meetings; or

69.1.3 separate meetings of the Holders of any class of Shares or holders of debentures of the company

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

70 Appointment and removal of Alternates

70.1 Any Director (the "Appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors ("Alternate"), to:-

70.1.1 exercise that Director's powers; and

70.1.2 carry out that Director's responsibilities

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.

70.2 Any appointment or removal of an Alternate must be effected by notice in Writing to the company signed by the Appointor, or in any other manner approved by the Directors.

70.3 The notice must:-

70.3.1 identify the proposed Alternate; and

70.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the alternate of the Director giving the notice.

71 Rights and responsibilities of Alternate Directors

71.1 An Alternate Director may act as alternate to more than one Director and has the same rights in relation to any decision of the Directors as the Alternate's Appointor.

71.2 Except as the Articles specify otherwise, Alternate Directors:-

- 71.2.1 are deemed for all purposes to be Directors;
- 71.2.2 are liable for their own acts and omissions;
- 71.2.3 are subject to the same restrictions as their Appointors; and
- 71.2.4 are not deemed to be agents of or for their Appointors

and in particular each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

71.3 A person who is an Alternate Director but not a Director:-

- 71.3.1 may be counted as Participating for the purposes of determining whether a quorum is Participating (but only if that person's Appointor is not Participating); and
- 71.3.2 may participate in a unanimous decision of the Directors provided his Appointor is an Eligible Director in relation to that decision but does not participate.

No Alternate may be counted as more than one Director for such purposes.

71.4 A Director who is also an Alternate Director:-

- 71.4.1 is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision); and
- 71.4.2 shall only count once for the purpose of reckoning whether a quorum is present at any Directors' meeting attended by him at which he is entitled to vote.

71.5 An Alternate Director is not entitled to receive any remuneration from the company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in Writing made to the company.

71.6 In determining the minimum and (if any) the maximum number of Directors, no account shall be taken of any Alternate Directors appointed from time to time.

72 Termination of Alternate Directorship

72.1 An Alternate Director's appointment as an Alternate terminates:-

- 72.1.1 when the Alternate's Appointor revokes the appointment by notice to the company in Writing specifying when it is to terminate;

- 72.1.2 on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- 72.1.3 on the death of the Alternate's Appointor; or
- 72.1.4 when the Alternate's Appointor's appointment as a Director terminates, except that an Alternate's appointment as an alternate does not terminate when the Appointor vacates his office at a general meeting and is then re-appointed as a Director at the same general meeting.

PART 3 - SHARES AND DISTRIBUTIONS

SHARES

73 All Shares to be Fully Paid up

- 73.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- 73.2 This does not apply to Shares taken on the formation of the company by the subscribers to the company's memorandum.

74 Powers to issue different classes of Share

- 74.1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 74.2 The company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

75 Trusts

The company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit, notices of any trusts in respect of any of the Shares. Notwithstanding any such acceptance and/or the making of any such record, the company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive in respect of any Shares, and shall be entitled to recognise and give effect to the acts and deeds of the Holders of such Shares as if they were absolute owners thereof. For the purpose of this article, "trust" includes any right in respect of any Shares other than an absolute right thereto in the Holder thereof for the time being or such other rights in case of transmission of Shares as are set out in the Articles.

76 Share certificates

- 76.1 The company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 76.2 Every certificate must specify—
- 76.2.1 in respect of how many Shares, of what class, it is issued;
 - 76.2.2 the nominal value of those Shares;
 - 76.2.3 that the Shares are Fully Paid; and
 - 76.2.4 any distinguishing numbers assigned to them.
- 76.3 No certificate may be issued in respect of Shares of more than one class.
- 76.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 76.5 Certificates must be executed in accordance with the Companies Acts.

77 Replacement Share certificates

- 77.1 If a certificate issued in respect of a Shareholder's Shares is:-
- 77.1.1 damaged or defaced; or
 - 77.1.2 said to be lost, stolen or destroyed
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 77.2 A Shareholder exercising the right to be issued with such a replacement certificate:-
- 77.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 77.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - 77.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

78 Company's Lien

- 78.1 The company has a lien ("Company's Lien") over every Share which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered Holder

of the Share or one of several joint Holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future.

78.2 The Company's Lien over a Share:-

78.2.1 takes priority over any third party's interest in that Share; and

78.2.2 extends to any dividend or other money payable by the company in respect of that Share and (if the lien is enforced and the Share is sold by the company) the proceeds of sale of that Share.

78.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

79 Enforcement of the Company's Lien

79.1 Subject to the provisions of this article, if:-

79.1.1 a Lien Enforcement Notice has been given in respect of a Share; and

79.1.2 the person to whom the notice was given has failed to comply with it

the company may sell that Share in such manner as the Directors decide.

79.2 A Lien Enforcement Notice:-

79.2.1 may only be given in respect of a Share which is subject to the Company's Lien if a sum in respect of which the lien exists is payable and the due date for payment of that sum has passed;

79.2.2 must specify the Share concerned;

79.2.3 must require payment of the sum payable within 14 days of the notice;

79.2.4 must be addressed either to the Holder of the Share or to a person entitled to it by reason of the Holder's death, Bankruptcy or otherwise; and

79.2.5 must state the company's intention to sell the Share if the notice is not complied with.

79.3 Where Shares are sold under this article:-

79.3.1 the Directors may authorise any person to execute an Instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and

79.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

- 79.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:-
- 79.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
 - 79.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien for any money payable (whether immediately or at some time in the future) as existed upon the Shares before the sale in respect of all the Shares registered in the name of such person after the date of the Lien Enforcement Notice.
- 79.5 A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:-
- 79.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - 79.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

80 Share transfers

- 80.1 Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 80.2 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 80.3 The company may retain any Instrument of transfer which is registered.
- 80.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 80.5 When a transfer of Shares has been lodged with the company, the company must either
- 80.5.1 register the transfer or approve the transfer for registration subject only to stamping; or
 - 80.5.2 subject to article 32.6, give the transferee notice of refusal to register the transfer together with its reasons for the refusal.

This must be done as soon as practicable and in any event within 2 months after the date on which the transfer is lodged with the company.

- 80.6 The Directors may refuse to register the transfer of a Share if:-
- 80.6.1 the Share is not Fully Paid;
 - 80.6.2 the transfer is not lodged at the company's registered office or such other place as the Directors have appointed;
 - 80.6.3 the transfer is not accompanied by the certificate for the Shares to which it relates, or such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
 - 80.6.4 the transfer is in respect of more than one class of Share; or
 - 80.6.5 the transfer is in favour of more than four transferees.

If the Directors refuse to register the transfer, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

81 Transmission of Shares

- 81.1 If title to a Share passes to a Transmitttee, the company may only recognise the Transmitttee as having any title to that Share.
- 81.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require:-
- 81.2.1 may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and
 - 81.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.
- 81.3 Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares.

82 Exercise of Transmitttees' rights

- 82.1 Transmitttees who wish to become the Holders of Shares to which they have become entitled must notify the company in Writing of that wish.
- 82.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an Instrument of transfer in respect of it.

- 82.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

83 Transmittrees bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name (or the name of any person nominated pursuant to article 33.2.1) has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

84 Procedure for declaring dividends

- 84.1 The company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 84.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 84.3 No dividend may be declared or Paid unless it is in accordance with Shareholders' respective rights. If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.
- 84.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be Paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 84.5 If the company's share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 84.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 84.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

85 Payment of dividends and other distributions

- 85.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be Paid by one or more of the following means:-

- 85.1.1 transfer to a bank or building society account specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide;
 - 85.1.2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide;
 - 85.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or
 - 85.1.4 any other means of payment as the Directors agree with the Distribution Recipient either in Writing or by such other means as the Directors decide.
- 85.2 In the Articles, "Distribution Recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:-
- 85.2.1 the Holder of the Share; or
 - 85.2.2 if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
 - 85.2.3 if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmitter.

86 Deductions from distributions in respect of sums owed to the company

- 86.1 If:-
- 86.1.1 a Share is subject to the Company's Lien; and
 - 86.1.2 the Directors are entitled to issue a Lien Enforcement Notice in respect of it
- they may, instead of issuing a Lien Enforcement Notice, deduct from any distribution an amount equivalent to the monies payable to the company in respect of which the lien exists.
- 86.2 Any amount so deducted must be used to pay the monies payable to the company in respect of which the lien exists.
- 86.3 The company must notify the Distribution Recipient in Writing of:-
- 86.3.1 the fact and amount of any such deduction;
 - 86.3.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and

86.3.3 how the money deducted has been applied.

87 No interest on distributions

87.1 The company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:-

87.1.1 the terms on which the Share was issued; or

87.1.2 the provisions of another agreement between the Holder of that Share and the company.

88 Unclaimed distributions

88.1 All dividends or other sums which are:-

88.1.1 payable in respect of Shares; and

88.1.2 unclaimed after having been declared or become payable

may be invested or otherwise made use of by the Directors for the benefit of the company until claimed.

88.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

88.3 If:-

88.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

88.3.2 the Distribution Recipient has not claimed it

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

89 Non-cash distributions

89.1 Subject to the terms of issue of the Share in question, the company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

89.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:-

89.2.1 fixing the value of any assets;

89.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

89.2.3 vesting any assets in trustees.

90 Waiver of distributions

90.1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the company notice in Writing to that effect, but if:-

90.1.1 the Share has more than one Holder; or

90.1.2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

91 Authority to capitalise and appropriation of capitalised sums

91.1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:-

91.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

91.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

91.2 Capitalised sums must be applied:-

91.2.1 on behalf of the persons entitled; and

91.2.2 in the same proportions as a dividend would have been distributed to them.

91.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct.

91.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

- 91.5 Subject to the Articles the Directors may:-
- 91.5.1 apply capitalised sums in accordance with articles 43.3 and 43.4 partly in one way and partly in another;
 - 91.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - 91.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article.

PART 4 - DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

92 Convening a general meeting

- 92.1 The Directors of the company may call a general meeting of the company.
- 92.2 In accordance with the provisions of the Act, the Shareholders of the company may require the Directors to call a general meeting of the company provided the request is made by Shareholders representing at least 5% of such of the paid-up capital of the company as carries the right of voting at general meetings.
- 92.3 A general meeting must be called by notice of at least 14 Clear Days. It may be called by shorter notice than this if agreed to by a majority in number of Shareholders having a right to attend and vote at the meeting, being a majority who together hold not less than 90% in nominal value of the shares giving a right to attend and vote at the meeting.
- 92.4 Notice of a general meeting must be sent to every Shareholder, every Director and the company's auditors (if any).
- 92.5 A notice of a general meeting must include:-
- 92.5.1 the time, date and place of the meeting;
 - 92.5.2 the general nature of the business to be dealt with at the meeting; and
 - 92.5.3 notification of the Shareholder's right to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote at a meeting as set out in section 324 of the Act.

93 Attendance and speaking at general meetings

- 93.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 93.2 A person is able to exercise the right to vote at a general meeting when:-
- 93.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 93.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 93.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 93.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 93.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

94 Quorum for general meetings

- 94.1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 94.2 If and for so long as the company has only one Shareholder, the quorum is one qualifying person. In any other case, the quorum is two qualifying persons subject to section 318(2) of the Act. A "qualifying person" means an individual who is a Shareholder of the company, a corporate representative duly authorised under section 323 of the Act, or a person appointed as a proxy of a Shareholder in relation to a meeting.

95 Chairing general meetings

- 95.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 95.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-
- 95.2.1 the Directors present; or

95.2.2 (if no Directors are present), the meeting

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

95.3 The person chairing a meeting in accordance with this article is referred to as "the Chairman of the Meeting".

96 Attendance and speaking by Directors and non-Shareholders

96.1 Directors may attend and speak at general meetings whether or not they are Shareholders.

96.2 The Chairman of the Meeting may permit other persons who are not:-

96.2.1 Shareholders of the company; or

96.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings to attend and speak at a general meeting.

97 Adjournment

97.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

97.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:-

97.2.1 the meeting consents to an adjournment; or

97.2.2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

97.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.

97.4 When adjourning a general meeting, the Chairman of the Meeting must:-

97.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

97.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

97.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 Clear Days' notice of it:-

- 97.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
- 97.5.2 containing the same information which such notice is required to contain.
- 97.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

98 Voting: general

- 98.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 98.2 Subject to any rights or restrictions attached to any Shares, on a vote on a resolution on a show of hands:-
- 98.2.1 every Shareholder who (being an individual) is present in person shall have one vote;
- 98.2.2 every proxy present who has been duly appointed by one or more Shareholders entitled to vote on the resolution shall have one vote unless article 50.2.4 or article 50.2.5 applies;
- 98.2.3 every Shareholder who (being a corporation) is present by a duly authorised corporate representative shall have one vote and if such Shareholder appoints more than one corporate representative, each such representative shall have one vote;
- 98.2.4 a proxy has one vote for and one vote against the resolution if he has been duly appointed by more than one Shareholder entitled to vote on the resolution and he has been instructed by one or more of those Shareholders to vote for the resolution and by one or more other of those Shareholders to vote against it;
- 98.2.5 where a proxy has been duly appointed by more than one Shareholder entitled to vote on the resolution and has received concrete instructions to vote in the same way from one or more of those Shareholders and been given a discretion as to how he votes by one or more other of those Shareholders, he may, if he chooses, cast a second vote the other way under the discretionary authority.
- 98.3 On a vote on a resolution on a poll taken at a meeting, every Shareholder has one vote in respect of each Share held by him. On a poll, votes may be given personally or by proxy.

99 Errors and disputes

- 99.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 99.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

100 Poll votes

- 100.1 A poll on a resolution may be demanded:-
- 100.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 100.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 100.2 A poll may be demanded by:-
- 100.2.1 the Chairman of the Meeting;
 - 100.2.2 the Directors;
 - 100.2.3 two or more persons having the right to vote on the resolution; or
 - 100.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- 100.3 A demand for a poll may be withdrawn if:-
- 100.3.1 the poll has not yet been taken; and
 - 100.3.2 the Chairman of the Meeting consents to the withdrawal.
- 100.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

101 Content of Proxy Notices

- 101.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:-
- 101.1.1 states the name and address of the Shareholder appointing the proxy;
 - 101.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 101.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

- 101.1.4 is either delivered to the company in accordance with the Articles and any instructions contained in or accompanying the notice of the general meeting or the proxy form, or whose delivery is otherwise accepted by the Chairman of the Meeting at his discretion.
- 101.2 The company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 101.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 101.4 Unless a Proxy Notice indicates otherwise, it must be treated as:-
- 101.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 101.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

102 Delivery of Proxy Notices

- 102.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the company by or on behalf of that person.
- 102.2 An appointment under a Proxy Notice may be revoked by delivering to the company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 102.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 102.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

103 Amendments to resolutions

- 103.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:-
- 103.1.1 notice of the proposed amendment is given to the company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine); and

- 103.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 103.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:-
- 103.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 103.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 103.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

104 Written resolutions

The Shareholders may pass any resolution (other than a resolution to remove a Director or auditor before expiry of his term of office) as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

PART 5 - ADMINISTRATIVE ARRANGEMENTS

105 Means of communication to be used

- 105.1 Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the company.
- 105.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 105.3 A Director may agree with the company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

106 No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the company, no person is entitled to inspect any of the company's accounting or other records or Documents merely by virtue of being a Shareholder.

107 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its Subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that Subsidiary.

DIRECTORS' AND COMPANY SECRETARY'S INDEMNITY AND INSURANCE**108 Indemnity**

108.1 Subject to article 60.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-

108.1.1 each relevant officer may be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:-

108.1.1.1 in the actual or purported execution and/or discharge of his duties or in relation to them; and

108.1.1.2 in relation to the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's or an associated company's affairs; and

108.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 60.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

108.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

108.3 In this article:-

108.3.1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate; and

108.3.2 a "relevant officer" means any Director, secretary, former Director or former secretary of the company or an associated company.

109 Insurance

109.1 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

109.2 In this article:-

109.2.1 a "relevant officer " means any Director, secretary, former Director or former secretary of the company or an associated company;

109.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director or relevant secretary in connection with that Director's or secretary's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

109.2.3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.

110 Winding up

110.1 If the company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act or other applicable law, divide among the Shareholders in specie the whole or any part of the assets of the company. The liquidator may for that purpose value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders.

110.2 The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like sanction determines but no Shareholder shall be compelled to accept any assets upon which there is liability.

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APPENDIX B

TRANSFER AGREEMENT

between

EAST RENFREWSHIRE COUNCIL

and

EAST RENFREWSHIRE CULTURE & LEISURE LIMITED

2015

**Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: ARI.RHC.EAS24.26**

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TRANSFER AGREEMENT

between

EAST RENFREWSHIRE COUNCIL, a local authority constituted in terms of the Local Government etc. (Scotland) Act 1994 and having a principal office at Eastwood Park, Rouken Glen Road, Giffnock, Glasgow, G46 6UG (hereinafter referred to as "**the Council**");

and

EAST RENFREWSHIRE CULTURE & LEISURE LIMITED, a limited company incorporated under the Companies Acts with registration number SC486489 and having its registered office at Annex, Ground Floor, St John's, 18 Commercial Road, Barrhead G78 1AJ (hereinafter referred to as "**the Company**"),

each a "**Party**" and together the "**Parties**".

WHEREAS

- (A) The Council wishes to transfer to the Company, and the Company wishes to have transferred to it, certain assets and obligations associated with the delivery of culture and leisure services.
- (B) In order to document the transfer of such assets and all other matters connected therewith the parties have agreed to enter into this Agreement.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

1.1 In this agreement including in the recitals above (the "**Agreement**"), the following words and expressions shall have the following meanings (unless the context otherwise requires):

- 1.1.1 "**Assets**" means the assets of the Undertaking as described in Clause 2.1.1 to 2.1.6, other than the Excluded Assets;
- 1.1.2 "**Book Debts**" means all trade and other debts owing to the Council in respect of the Undertaking in respect of or referable to the period prior to the Transfer Date;
- 1.1.3 "**Culture and Leisure User Contracts**" means all those arrangements, engagements or contracts entered into on or prior to the Transfer Date by or on behalf of the Council with users of culture and leisure services in connection with and in the ordinary course of the Undertaking which at the Transfer Date remain to be performed in whole or in part by the Council;
- 1.1.4 "**Council Goodwill**" means the goodwill, custom and connection of the Council in relation to the Undertaking, together with the right for the Company to carry on the

Undertaking and to represent itself as carrying on the Undertaking in the manner prescribed in this Agreement;

- 1.1.5 "EIR" means the Environmental Information (Scotland) Regulations 2004;
- 1.1.6 "**Excluded Assets**" means the assets referred to in Clause 2.2 as being excluded from the transfer pursuant to this Agreement;
- 1.1.7 "**Excluded Liabilities**" means all the liabilities or obligations of the Council relating to the Undertaking or Assets and which are both outstanding on and accrued or referable to the period up to and including the Transfer Date, including but not limited to any and all liabilities in respect of Taxation attributable to the Council;
- 1.1.8 "**Existing Contracts**" means any agreement or arrangement and any leasing agreement, purchase order or other contract or arrangement to the extent that it relates to the Undertaking and which remains to be performed in whole or in part by the Council as at the Transfer Date and to which the Council is a party, including the Culture and Leisure User Contracts, but excluding any contract relating to insurance (a list of the Existing Contracts identified prior to the Transfer Date by the Council and the Company is included in Part 5 of the Schedule for indicative purposes only and is not exhaustive);
- 1.1.9 "**Expiry Date**" means the expiry date as notified by the Council to the Company on no less than six (6) months' prior written notice;
- 1.1.10 "**Facilities**" means at the Transfer Date the facilities, particulars of which are described in Part 2 of the Schedule;
- 1.1.11 "**Financial Year**" means the Council's financial year running from 1 April to 31 March;
- 1.1.12 "**FOISA**" means the Freedom of Information (Scotland) Act 2002;
- 1.1.13 "**Group**" means the Company and any Subsidiaries and the Trading Company and any Subsidiaries and "**Group Company**" shall be interpreted accordingly;
- 1.1.14 "**HMRC**" means HM Revenue and Customs;
- 1.1.15 "**Intellectual Property**" means any and all intellectual property or industrial rights of any description anywhere in the world including but not limited to any patents and supplementary protection certificates, trade marks, domain names, registered designs, copyright (including but not limited to rights in computer software, object and source code), rights in the nature of copyright, database rights, unregistered design rights, rights in and to trade names, business names, product names and logos (other than the Council crest), inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or

similar right in any jurisdiction (whether any such rights referred to in this definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them, any and all divisions and continuations of said applications and the right to claim priority from any of the applications together with any registered rights resulting from any such applications or rights to apply for registration) owned by the Council and used exclusively in the Undertaking;

- 1.1.16 **"Insured Amount"** means £25 million;
- 1.1.17 **"Licence"** means the licence of each of the Facilities contained in Part 3 of the Schedule to this Agreement;
- 1.1.18 **"Licensed Assets"** means together;
- (a) all Transfer Date Licensed Assets; and
 - (b) all New Licensed Assets.
- 1.1.19 **"New Licensed Assets"** means those moveable or non-heritable fixtures, fittings, equipment, stock, vehicles, furniture, plant, equipment and machinery purchased or acquired by the Council and licensed to the Company after the Transfer Date in accordance with Part 4 of the Schedule;
- 1.1.20 **"OSCR"** means the Scottish Charity Regulator or any subsequent or replacement body;
- 1.1.21 **"Permitted Sub-contractor"** means the Trading Company and any other service provider to whom the Company sub-contracts any of its rights or obligations with the consent of the Council in accordance with Clause 10 (including, where the context so admits, where that sub-contract has been entered into in breach of Clause 10).
- 1.1.22 **"Schedule"** means the schedule annexed to this Agreement in 6 Parts, including its appendices;
- 1.1.23 **"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 FOISA, as such code may be amended or replaced from time to time;
- 1.1.24 **"Shared Existing Contracts"** means the exhaustive list of contracts set out in Schedule Part 6;
- 1.1.25 **"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;

1.1.26 "**Tax**" or "**Taxation**" means all taxes, levies, duties, imposts, charges and withholdings of any nature whatsoever or wheresoever imposed, and all penalties, charges and interest relating thereto;

1.1.27 "**Trading Company**" means East Renfrewshire Culture & Leisure (Trading) Limited (a company registered in Scotland with number SC486591);

1.1.28 "**Transfer Date**" means 2 July 2015 or such other date as agreed by the Parties from time to time;

"**Transfer Date Licensed Assets**" means all moveable or non-heritable fixtures, fittings, equipment, stock, vehicles, furniture, plant, equipment and machinery owned and used by the Council in the Undertaking as at the Transfer Date, including those described more particularly in Part 4 of the Schedule;

1.1.29 "**Undertaking**" means the provision of culture and leisure services to the public as carried on by the Council at the Transfer Date;

1.1.30 "**VAT**" means value added tax payable under the Value Added Tax Act 1994 or under any directives or regulations adopted by the Council of the European Union which relate to value added tax or any similar tax introduced in substitution therefor; and

1.1.31 "**Working Days**" means Monday to Friday excluding days on which the banks in Glasgow are not open for general business.

1.2 Headings are for ease of reference only and shall not affect the construction or interpretation of this 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, and references to persons shall include firms and bodies corporate;

1.3.2 reference to a Clause or a Sub-Clause is to the relevant clause or sub-clause of this Agreement, a reference to a Part is to a Part of the Schedule, and a reference to an Appendix is to an Appendix of a Part of the Schedule, in each case 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.

2 Transfer of the Undertaking

- 2.1 The consideration for the transfer of the Undertaking shall be the sum of £1 to be paid by the Company to the Council on the Transfer Date. Subject to the terms and conditions herein contained, on the Transfer Date the Council shall transfer to the Company, and the Company shall accept the transfer of, the Undertaking, with a view to carrying it on after the Transfer Date. The Undertaking comprises:
- 2.1.1 the Council Goodwill;
 - 2.1.2 rights in relation to the Facilities, which the Company is permitted to use under licence in terms of Part 3 of the Schedule;

- 2.1.3 rights in relation to the Licensed Assets, which the Company is permitted to use under licence in terms of Part 4 of the Schedule;
 - 2.1.4 the benefit, subject to the burden, of the Existing Contracts;
 - 2.1.5 the licence of the Intellectual Property granted in terms of Clause 6; and
 - 2.1.6 to the extent that the same are capable of assignation to the Company, and subject to Clause 2.2.5, all the Council's rights against third parties including all rights under any of the warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979 relating to any of the Assets (including the Licenced Assets), and the benefit of all sums to which the Council is entitled from third parties or insurers in respect of damage to the Assets (including the Licenced Assets).
- 2.2 The following are expressly excluded from the transfer of the Undertaking and the Assets:
- 2.2.1 Excluded Liabilities;
 - 2.2.2 the Council's accounts, accounting and other records;
 - 2.2.3 title and legal ownership to the Licensed Assets and the Facilities;
 - 2.2.4 the Book Debts; and
 - 2.2.5 the benefit of any and all insurance claims and repayments referable to the period prior to the Transfer Date in relation to the Undertaking.
- 2.3 Nothing in this Agreement shall pass to the Company, or shall be construed as acceptance by the Company, of any liability, debt or other obligation of the Council, other than as expressly set out in this Agreement.
- 3 Completion**
- 3.1 On the Transfer Date the following shall take place:
- 3.1.1 the Company shall be given entry to and actual occupation of the Facilities on the terms set out in the Licence in Part 3 of the Schedule;
 - 3.1.2 the Company shall be entitled to possess and use the Licensed Assets under licence on the terms set out in Part 4 of the Schedule; and
 - 3.1.3 the Council shall provide to the Company such balance sheet information, setting out such financial information in relation to the Undertaking in such form as the Company may reasonably require, accurate as at the close of business on the day immediately before the Transfer Date.

4 Existing Contracts

- 4.1 The Council shall use its reasonable endeavours to procure that all necessary consents are obtained to the assignation to the Company of each of the Existing Contracts.
- 4.2 Subject to the obligations of the Council under this Clause 4, the Company shall on and after the Transfer Date perform all the obligations of the Council under each of the Existing Contracts.
- 4.3 In the event that a third party shall intimate or allege that an Existing Contract is terminated or shall fail to comply with its obligations under an Existing Contract as a result of the assignation or attempted assignation to the Company in terms hereof, the Council shall remain responsible for any claim which a third party may have in respect of such attempted assignation and the termination resulting therefrom.
- 4.4 In so far as any of the Existing Contracts are not assignable to the Company without the agreement of or novation by or consent to the assignation from another party this Agreement shall not constitute an assignation or attempted assignation if such assignation or attempted assignation would constitute a breach of such Existing Contracts.
- 4.5 Unless and until any such Existing Contract shall be assigned to the Company, the Council shall hold such Existing Contract on trust for the Company absolutely and the Company shall (if such sub-contracting is permissible and lawful under the Existing Contract in question) act as the Council's sub-contractor and perform all the obligations of the Council under such Existing Contracts.
- 4.6 To the extent that any material payment is made to the Council in respect of the Existing Contracts which is referable to obligations which are to be performed on or after the Transfer Date, the Council shall receive the same as trustee, shall record such payment separately in its books, and shall account to the Company for the same on the Transfer Date or if received thereafter within fourteen (14) Working Days of receipt. To the extent that any material payment is made to the Company in respect of the Existing Contracts which is referable to obligations which were performed by the Council prior to the Transfer Date, the Company shall receive the same as trustee, shall record such payments separately in its books, and shall account to the Council for the same on the Transfer Date or if received thereafter within fourteen (14) Working Days of receipt.
- 4.7 To the extent that any material payment is made by the Company in respect of the Existing Contracts which is referable to obligations which are to be performed on or after the Transfer Date, the Company shall record such payment separately in its books, and shall account to the Council for the same on the Transfer Date or if received thereafter within fourteen (14) Working Days of receipt. To the extent that any material payment is made by the Council in respect of the Existing Contracts which is referable to obligations which were performed by the Council prior to the Transfer Date, the Council shall record such payments separately in its books, and shall account to the Company for the same on the Transfer Date or if received thereafter within fourteen (14) Working Days of receipt

- 4.8 Notwithstanding any other provisions herein contained, the Company shall have no liability for, and the Council shall indemnify the Company from and against, any claim which may be made against the Company for or in respect of any breach by the Council prior to the Transfer Date of any term or obligation under any of the Existing Contracts, or failure by the Council prior to the Transfer Date to perform any of its obligations thereunder.
- 4.9 Where the Existing Contract is a Shared Existing Contract, the provisions of this Clause 4 shall apply to that Shared Existing Contract insofar as it relates to the Undertaking and to the extent that it does not relate to the Undertaking the Council shall remain responsible for the Shared Existing Contract.
- 4.10 The Parties shall use reasonable endeavours to identify any additional contracts relating to the Undertaking not disclosed in Part 5 of the Schedule (the “**Additional Contracts**”).
- 4.11 The Parties acknowledge that following the Transfer Date, Additional Contracts may be identified by the Council.
- 4.12 Further to identification of any Additional Contractors, the Council shall notify the Company of the same, further to which the Council and the Company shall agree whether the Council shall:
- 4.12.1 assign or novate any Additional Contracts to the Company; or
 - 4.12.2 terminate such Additional Contracts.
- 4.13 Following the identification of any Additional Contracts which are not to be terminated in accordance with Clause 4.12.2, the Council shall:-
- 4.13.1 where possible provide such information as the Company may reasonably require to assess the financial obligations and responsibilities of the Additional Contracts;
 - 4.13.2 where the aggregate value of the additional liabilities arising from the Additional Contracts is material, the Parties shall meet to seek to agree the best allocation of the additional liabilities between the two Parties.
- 4.14 If the Parties do not reach agreement as to how to manage any identified Additional Contracts within three months of the notification by the Council to the Company in accordance with Clause 4.12, the Council may terminate such identified Additional Contracts.
- 5 Enquiries on and after the Transfer Date**
- 5.1 The Council undertakes to pass to the Company forthwith upon receipt but in any event not later than five (5) Working Days after receipt any enquiries in relation to the Undertaking which it may receive at any time on or after the Transfer Date.

- 5.2 On and at any time after the Transfer Date and subject always to Clause 12 (Data Protection), the Council will give or procure to be given to the Company all such information (including particulars of suppliers and others who have dealt with the Council in connection with the Undertaking) as the Company may reasonably require for the conduct of the Undertaking and for the purpose of implementing the provisions of this Agreement.

6 Intellectual Property

- 6.1 The Council hereby grants to the Company a licence in respect of the Intellectual Property which is required by the Company for the operation of the Undertaking for a period equal to the duration of this Agreement or for so long as such Intellectual Property subsists (whichever is shorter) and on terms that:

6.1.1 such licence shall be non-exclusive, non-transferable, irrevocable, royalty-free and worldwide; and

6.1.2 the Company may sub-license any such Intellectual Property to:

6.1.2.1 any other member of the Group for so long as it remains a member of the Group; or

6.1.2.2 any other entity provided the provision of such sub-license is solely in connection with the provision of the operation of the Undertaking.

7 Value Added Tax

- 7.1 The consideration of £1 expressed to be payable by the Company to the Council pursuant to Clause 2.1 is exclusive of any VAT payable thereon and the Company shall pay the amount of such VAT upon the production to it of an appropriate VAT invoice from the Council unless the transaction or any part of the transaction, is relieved by law from the application of such tax.

- 7.2 The Council warrants that all capital goods scheme items as defined in the VAT Regulations 1995 Part XV have been identified to the Company and that the capital goods scheme adjustments have been undertaken as required and as evidenced by schedules to be supplied to the Company at the time of transfer.

8 Indemnity

- 8.1 The Council shall not be liable for any injury, loss or damage whatsoever caused by any act, default or omission of the Company occurring after the Transfer Date, and the Company shall indemnify the Council against any such injury, loss or damage arising, except to the extent that:

8.1.1 this arises as a result of an act, default, omission of the Council occurring on or before the Transfer Date or as a result of negligence on the part of the Council; and/or

- 8.1.2 the liability under the indemnity exceeds the Insured Amount.
- 8.2 The Company shall not be liable for any injury, loss or damage whatsoever caused by any act, default or omission of the Council occurring on or before the Transfer Date, and the Council shall indemnify the Company against any such injury, loss or damage arising, except to the extent that these arise as a result of negligence on the part of the Company.
- 8.3 If any third party makes a claim, or notifies an intention to make a claim, against the Company which may reasonably be considered likely to give rise to a liability under an indemnity from the Council under this Agreement (a "**Claim**"), the Company shall:
- 8.3.1 as soon as reasonably practicable, give written notice of the Claim to the Council, specifying the nature of the Claim in reasonable detail;
 - 8.3.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Council;
 - 8.3.3 give the Council and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Company, so as to enable the Council and its professional advisers to examine them and to take copies for the purpose of assessing the Claim; and
 - 8.3.4 take such action as the Council may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.4 On the written request of the Council, the sole conduct of any Claim shall be delegated to the Council. For this purpose, the Company shall give or ensure to be given to the Council all such assistance as the Council may reasonably require and shall appoint such solicitors and other professional advisers as the Council may nominate to act on behalf of the Company or any of its Subsidiaries in accordance with the Council's instructions.
- 8.5 Where a Claim is delegated to the Council in accordance with Clause 8.4 the Council shall keep the Company informed of the Claim, shall consult the Company on any matter which is or is likely to be material in relation to any Claim and shall take account of all reasonable requirements of the Company in relation to such Claims.
- 8.6 Where the Council takes over the conduct of any Claim pursuant to the provisions of Clause 8.4 the Council shall indemnify the Company in respect of all costs, charges and expenses reasonably and properly incurred by the Company as a consequence of any actions taken at the request of the Council pursuant to Clause 8.4.

8.7 Where the Council exercises any of its rights under this Clause 8 it shall at all times consult with and have all due regard to the reasonable comments of the Company.

9 Apportionment

9.1 This Clause applies to apportionment between the Company and the Council:-

9.1.1 liability and expense in respect of all rates, water, telephone charges and all insurances, overheads and outgoings of whatever nature payable to a third party by reference to the Facilities, the Undertaking, the Assets or any of them (but not including gas and electricity which shall fall solely to the Council) (hereinafter together called "**Outgoings**"); and

9.1.2 periodical receipts of whatever nature payable by a third party by reference to the Facilities, the Undertaking, the Assets or any of them (hereinafter together called "**Incomings**").

9.2 Any and all Outgoings shall be borne by the Council notwithstanding that any demand or invoice in respect of Outgoings shall not be issued or received until after the Transfer Date.

9.3 To the extent that the Incomings relate to the period falling on or before the Transfer Date then they shall be due to the Council notwithstanding that any such Incomings shall not be received or receivable until after the Transfer Date.

9.4 To the extent that the Incomings relate to the period after the Transfer Date then they shall be due to the Company notwithstanding that any such Incomings shall have been received or receivable on or before the Transfer Date.

9.5 On or before 1 September 2015 the Council shall prepare and the Company and the Council shall each use reasonable endeavours to agree a schedule (the "**Apportionments Schedule**") showing (a) the apportionments required to be made in accordance with the foregoing provisions of this Clause 9 in relation to Outgoings and Incomings' and (b) the sum due to or by one Party to the other in respect thereof (the "**Apportioned Sum**").

9.6 If the Parties are unable to agree the Apportionments Schedule by 1 September 2015 then either Party may refer the relevant matter to an Expert in which event the provisions of Clause 19 of this Agreement shall apply.

10 Sub-contracting and assignment

10.1 Subject to Clause 10.2, 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, such consent not to be unreasonably withheld.

10.2 The Company shall be entitled to sub-contract to the Trading Company without the prior written consent of the Council.

- 10.2 The Company acknowledges and agrees that sub-contracting does not free nor relieve the Company of its obligations under this Agreement and that the Company is fully responsible for the performance of the Company's obligations under this Agreement and the Company shall procure that any member of the Group and its Permitted Sub-contractors will not breach any obligations under this Agreement, whether such performance is by the Company itself, by another member of the Group or by a Permitted Sub-contractor.

11 Confidentiality

- 11.1 In this Clause, the following terms bear the following meanings:

11.1.1 **"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;

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

11.1.3 **"Permitted Purpose"** means for the purposes contemplated by this Agreement and for no other purpose; and

11.1.4 **"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.

- 11.2 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:

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

11.2.2 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.

- 11.3 Clause 11.2.2 does not prohibit disclosure of Confidential Information:

11.3.1 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;

- 11.3.2 to a Recipient's auditors (whether external or internal), professional advisers, HMRC, the Accounts Commission for Scotland, a relevant statutory Ombudsman, OSCR and any other person having a statutory regulatory right to request and receive that information;
 - 11.3.3 where the Recipient is required to disclose such information in response to a request which it has received for information under or in terms of FOISA or the EIR provided that, in doing so, the Recipient acts in accordance with the guidance set out in the Section 60 Code, including by consulting with the other Party prior to any such disclosure or other publication, if and to the extent necessary to comply with that guidance;
 - 11.3.4 in the case of the Council, to its elected members; or
- 11.4 Clause 11.2.2 does not apply to information which a Recipient can show by reference to documentary or other evidence:
- 11.4.1 was rightly in its possession before the start of negotiations leading to this Agreement;
 - 11.4.2 is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause);
 - 11.4.3 is received from a third party who is not under an obligation of confidentiality in relation to the information;
 - 11.4.4 is developed independently without access to, or use or knowledge of, the Confidential Information; or
 - 11.4.5 is trivial or obvious.
- Each Party will make reasonable efforts to ensure that anyone mentioned in Clause 11.3 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.
- 11.5 Without prejudice to the provisions of Clause 11.2.2, a Recipient shall use equivalent care in protecting the confidentiality of Confidential Information as that which it uses to protect its own information of a similar sensitivity and importance.
- 11.6 Where the Council receives a request for information under FOISA or the EIR in relation to the operation of the Facilities or any of the matters contemplated by this Agreement it may request that the Company and any other member of the Group,
- 11.6.1 provide the Council with a copy of all information in its possession or power in the form that the Council requires within ten (10) Working Days (or such other longer period as the Council may specify) of the Council's reasonable request; and

11.6.2 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information under FOISA or the EIR within the time for compliance set out in section 10 of FOISA or regulation 5 of the EIR and to deal with any application for review of decisions and/or appeal against decisions,

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

11.7 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.

11.8 Where the Company receives a request for information under FOISA or the EIR in relation to the operation of the Facilities or any of the matters contemplated by this Agreement it may request that the Council:

11.8.1 provides the Company with a copy of all information in its possession or power in the form that the Company requires within ten (10) Working Days (or such other longer period as the Company may specify) of the Company's reasonable request; and

11.8.2 provide all necessary assistance as reasonably requested by the Company to enable the Company to respond to a request for information under FOISA or the EIR within the time for compliance set out in section 10 of FOISA or regulation 5 of the EIR and to deal with any application for review of decisions and/or appeal against decisions,

and if the Company so reasonably requests, the Council will comply with such request.

12 **Data protection**

12.1 In this Clause:

12.1.1 "DPA" means the Data Protection Act 1998; and

12.1.2 "Personal Data" and "Processing" have the meanings given to them in the DPA (and "Process" shall be construed accordingly).

12.2 The Company and the Council will each take all necessary steps to ensure that in performing its respective obligations under this Agreement it will operate at all times in compliance with the DPA.

12.3 If the Council passes to the Company, or otherwise gives the Company access to, Personal Data under this Agreement:

12.3.1 the Company will not Process that Personal Data except for the purposes of the Agreement and in accordance with the instructions of the Council;

- 12.3.2 the Company will not acquire any rights in that Personal Data, and will return the Personal Data to the Council immediately, if the Council asks it to do so;
 - 12.3.3 the Company will put in place appropriate technical and organisational measures against unauthorised or unlawful Processing of that Personal Data, and against accidental loss or destruction of or damage to that Personal Data, in compliance with the DPA. ;
 - 12.3.4 the Company will permit the Council access to the Company's personnel and records on at least five (5) days' notice, for the purposes of inspecting, testing and auditing the technical and organisational measures put in place by the Company under Clause 12.3.3;
 - 12.3.5 the Company will promptly take whatever steps are necessary to comply with any requirement made by the Council to ensure that the technical and organisational measures put in place by the Company comply with the DPA;
 - 12.3.6 the Company will not transfer any of that Personal Data outside the European Economic Area, except upon the express written instructions of the Council, and in accordance with any additional terms which the Council imposes on such transfer.
- 12.4 The Council warrants that such Personal Data has been collected lawfully and in accordance with the DPA and that the Council has the right to share this Personal Data with the Company.
- 12.5 If the Company passes to the Council, or otherwise gives the Council access to, Personal Data under this Agreement:
- 12.5.1 the Council will not Process that Personal Data except for the purposes of the Agreement and in accordance with the instructions of the Company;
 - 12.5.2 the Council will not acquire any rights in that Personal Data, and will return the Personal Data to the Company immediately, if the Company asks it to do so;
 - 12.5.3 the Council will put in place appropriate technical and organisational measures against unauthorised or unlawful Processing of that Personal Data, and against accidental loss or destruction of or damage to that Personal Data, in compliance with the DPA;
 - 12.5.4 the Council will permit the Company access to the Council's personnel and records on at least five (5) days' notice, for the purposes of inspecting, testing and auditing the technical and organisational measures put in place by the Council under Clause 12.5.3;

12.5.5 the Council will promptly take whatever steps are necessary to comply with any requirement made by the Company to ensure that the technical and organisational measures put in place by the Council comply with the DPA; and

12.5.6 the Council will not transfer any of that Personal Data outside the European Economic Area, except upon the express written instructions of the Company, and in accordance with any additional terms which the Company imposes on such transfer.

12.6 The Company warrants that such Personal Data has been collected lawfully and in accordance with the DPA and that the Company has the right to share this Personal Data with the Council.

13 **Severance**

If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Agreement, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

14 **Termination**

14.1 Subject to Clause 14.2, this Agreement may be terminated by the Council forthwith on written notice being given by the Council to the Company if the Company commits a material breach of any of its obligations contained in this Agreement or any other agreement with the Council relative to the Facilities, provided that in the event that any such material 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 (30) 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. The Company shall be under an obligation to notify the Council as soon as practicable after becoming aware that such a material breach has occurred or is likely to occur and shall, in any event ensure that such notification is given, at the latest, within five (5) Working Days of the occurrence of any such event.

14.2 The Council has no right to terminate this Agreement if the Council's failure to undertake its obligations contained in this Agreement or any other agreement with the Company relative to the Facilities and/or the Assets has contributed in whole or in part to the material breach by the Company of its obligations.

14.3 The Company may terminate this Agreement by not less than fourteen (14) Working Days' written notice to the Council if the Council commits a material breach of this Agreement, and fails to remedy that breach within thirty (30) days of the Council's receipt of a written notice from the Company specifying the breach, and asking the Council to remedy it.

15 **Consequences of termination**

15.1 On termination of this Agreement for any reason whatsoever:

15.1.1 the Company's right to occupy the Facilities in terms of the Licence will immediately terminate;

15.1.2 the Company's right to use the Licensed Assets in terms of the relevant licence will immediately terminate; and

15.2 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):

15.2.1 as soon as practicable remove from the Facilities all property not belonging to the Council and in any event within twenty (20) Working Days after receipt of notice from the Council requesting it to do so;

15.2.2 on or prior to the Expiry Date deliver to the Council any keys to the Facilities and any computer programs, records and data relating to the Undertaking and the Facilities;

15.2.3 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; and

15.2.4 on the Expiry Date, the Company shall assign to the Council each of the Existing Contracts as requested by the Council.

15.3 Termination of the this Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiry and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry.

16 **Statutory Successors**

16.1 The Council shall be entitled to assign or otherwise transfer 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 culture and leisure services have been transferred (unless and to the extent that such assignation or transfer has occurred as a matter of law in which case all references in this Agreement to "the Council" shall include its statutory successors) but, otherwise, shall not be entitled 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).

17 Notices

- 17.1 Where any notice or other communication is to be made under this Agreement, it must be in writing (which for the purposes of this Agreement does not include electronic mail). 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.
- 17.2 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 (2) 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 Expert Determination

- 18.1 Where this Agreement provides for determination by an Expert in the absence of resolution by the Parties, either Party may refer the dispute to an expert (the "**Expert**") if resolution of the issue by negotiation has not been possible within twenty (20) Working Days. The Expert shall be nominated jointly by the Parties or, failing such nomination within fourteen (14) 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.
- 18.2 If any matter or matters is or are referred to the Expert for determination then:
- 18.2.1 the Expert may, in his absolute discretion, make such procedural directions as he considers necessary (including 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;
 - 18.2.2 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;
 - 18.2.3 the Expert shall be requested to, if possible, deliver his decision on such matter or matters within five (5) Working Days of concluding any hearings which may have been held and in any event within twenty (20) Working Days of his appointment;
 - 18.2.4 the Expert shall be requested to deliver his decision in writing and to state reasons for such decision;

- 18.2.5 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;
- 18.2.6 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
- 18.2.7 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.

19 Warranties

- 19.1 Subject to the following provisions of this Clause, the Council warrants to the Company as at the date of signature hereof by the Council in the terms set out in Part 1 of the Schedule (those warranties and the warranties referred to in Clause 7.2 being the “**Warranties**”), and acknowledges that the Company is entering into this Agreement in reliance on such Warranties.
- 19.2 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:
- 19.2.1 in the case of the Warranty contained in paragraph 1 of Part 1 of the Schedule, be the right to rescind this 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
- 19.2.2 in the case of the other Warranties, to be paid by the Council by an amount equal to the loss or damage which the Company has suffered.
- 19.3 The Council shall have no liability in respect of any breach of the Warranties (with the exception of the warranty to which Clause 19.2.1 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 the anniversary of the last date of signature of this Agreement and where proceedings are not instituted (that is to say issued and served) within six (6) months of the notice (unless previously satisfied, settled or withdrawn) the Council shall cease to be liable thereafter.

20 General

- 20.1 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.
- 20.2 This Agreement constitutes the entire agreement and understanding of the Parties hereto with respect to all matters governed hereby.

20.3 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement. No waiver shall be effective unless it is expressly stated to be a waiver in a notice to the other Party.

21 **Costs and further assurance**

21.1 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.

21.2 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.

22 **Governing law**

22.1 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.

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

Signed on behalf of **EAST RENFREWSHIRE COUNCIL** by

_____	(Signature)	Common Seal
_____	Gerry Mahon	
_____	Chief Officer - Legal & Procurement and authorised signatory	
_____	(Place of Signature)	
_____	(Date of Signature)	

Signed on behalf of **EAST RENFREWSHIRE CULTURE & LEISURE LIMITED** by

_____	(Signature)	in the presence of this witness
_____	(Full Name)	_____ (Witness' Signature)
_____	(Position)	_____ (Full Name)
_____	(Place of Signature)	_____ (Address)
_____	(Date of Signature)	_____

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING TRANSFER AGREEMENT BETWEEN
EAST RENFREWSHIRE COUNCIL AND EAST RENFREWSHIRE CULTURE & LEISURE LIMITED**

SCHEDULE PART 1

THE COUNCIL'S WARRANTIES

1 Capacity of the Council

The Council has full power and authority and has taken all necessary corporate action to enable it to enter into and perform this Agreement and all agreements entered into, or to be entered into, pursuant to the terms of this Agreement, and such agreements when executed, will constitute valid, binding and enforceable obligations on the Council in accordance with their respective terms.

2 Title to the Assets

2.1 To the best of the Council's knowledge and belief, the Assets comprise all assets now used in the Undertaking and which are necessary for the continuation of the Undertaking as now carried on.

2.2 Save to the extent as disclosed in the Existing Contracts, to the best of the Council's knowledge and belief, the Council owns the Assets free of all liens and encumbrances.

2.3 Save to the extent as disclosed in the Existing Contracts, to the best of the Council's knowledge and belief none of the Assets are subject to, and there is no agreement or commitment to give or create over them any option, lien or encumbrance.

3 Title to the Facilities

3.1 To the best of the Council's knowledge and belief, the Licence comprises rights to occupy the full extent of the properties which are necessary for the continuation of the Undertaking and the proper and effectual operation of the Facilities.

3.2 To the best of the Council's knowledge and belief, the Council has sufficient rights in relation to the Facilities to grant the licence free from any security, mortgage, debenture, charge, lien or any other encumbrance securing the repayment of monies or other obligation or liability of the Council or any other person.

3.3 To the best of the Council's knowledge and belief, the Facilities are fit for purpose.

3.4 To the best of the Council's knowledge and belief, the fire fighting equipment in the Facilities complies with all health and safety legislation.

4 **The Existing Contracts**

4.1 **Ultra Vires**

None of the Existing Contracts are ultra vires the Council.

4.2 **Full force**

To the best of the Council's knowledge and belief, all the Existing Contracts are in full force and effect and have been duly complied with in all material respects by the Council.

4.3 The terms of the Existing Contracts with the exception of the Culture and Leisure User Contracts have been disclosed in writing to the Company.

5 **Compliance**

5.1 To the best of the Council's knowledge and belief, all legislation and all orders, provisions, directions and conditions relating to the Assets or the conduct of the Undertaking (including VAT) have been duly complied with in all material respects.

5.2 To the best of the Council's knowledge and belief, all necessary licences, consents, permits, agreements, arrangements and authorities (public and private) have been obtained to enable the Council to carry on the Undertaking effectively in the manner in which it is now carried on, and all such licences, consents, permits, agreements, arrangements and authorities are valid and subsisting and the Council knows of no reason why any of them should be suspended, cancelled or revoked, or the benefit of them should not continue to be enjoyed by the Company or other owners for the time being of the Undertaking and the Assets or any part of them.

6 **Litigation**

Save as disclosed in writing to the Company, no claims have been intimated to the Council or, to the Council's knowledge and belief, been raised in respect of the Undertaking, nor, to the best of the Council's knowledge and belief, has there been any intimation to the Council of an intention to raise such a claim.

SCHEDULE PART 2

FACILITIES

Property Name	Address 1	Address 2	Postcode
Albertslund Community Centre	1 Westacres Road	Newton Mearns,	G77 6WW
Arthurlie House	68 Springhill Road	Barrhead	G78 2SE
Barrhead Foundry	205 Main Street	Barrhead	G78 1SW
Busby Library Duff Memorial Hall	Main Street	Busby	G76 8DX
Clarkston Hall	851 Clarkston Road	Clarkston	G76 8NE
Clarkston Library	Clarkston Road	Clarkston	G76 8NE
Crookfur Pavilion	Crookfur Park, Ayr Road	Newton Mearns	G77 6DT
Dalmeny Community Centre	Barnes Street	Barrhead	G78 1EH
Dunterlie Community Centre	36A Stewart Street	Barrhead	G78 1AL
Eaglesham Library	Montgomerie Hall, Gilmour Street	Eaglesham	G76 0LH
Eastwood High Sports Centre	Capelrig Road	Newton Mearns	G77 6NQ
Eastwood House	Eastwood Park Rouken Glen Road	Giffnock	G46 7JS
Eastwood Park Culture and Leisure	Rouken Glen Road	Giffnock	G46 7JS
Fairweather Hall	30 Barrhead Road	Newton Mearns	G77 6BD
Giffnock Library	7 Station Road	Giffnock	G46 6JF
Glen Halls	10 Main Street	Neilston	G78 3NL
Lodge 6 Eastwood Park	Rouken Glen Road	Giffnock	G46 7JS
Mearns Community Library	35 Mackinlay Place	Newton Mearns	G77 6EZ

Montgomerie Hall	Gilmour Street	Eaglesham	G76 0LH
Muirend Pavilion	Hazelden Gardens	Giffnock	G44 3HQ
Mure Hall	13 Tannoch Road	Uplamoor	G78 4AD
Neilston Leisure Centre	3 Main Street	Neilston	G78 3NN
Neilston Library	Main Street	Neilston	G78 3NN
Netherlee Pavilion	19 Linnpark Avenue	Netherlee	G44 3PL
Overlee Pavilion	Moray Drive	Clarkston	G76 8NL
St Johns Annex, ground floor	18 Commercial Road	Barrhead	G78 1AJ
Thornliebank Library	1 Spiersbridge Road	Thornliebank	G46 7SJ
Thorntree Hall	41 Main Street	Thornliebank,	G46 7SF
Woodfarm Pavilion	Berryhill Drive	Giffnock	G46 7AA

All as more specifically set out in the plans attached to the Licence

SCHEDULE PART 3

LICENCE OF THE FACILITIES

1 **Definitions and interpretation**

In this licence:

- 1.1 **“Additional Works Form”** means the form set out in Appendix 3 of Schedule Part 3;
- 1.2 **“Budget”** means the annual funds of the Council allocated for property maintenance in relation to the Facilities as agreed by the parties;
- 1.3 **“Facilities”** means the premises listed in Part 2 of the Schedule and shown coloured red on the plans annexed and executed as relative hereto and any other premises added or substituted as a Facility pursuant to this Agreement and "Facility" shall mean each one of them;
- 1.4 **“Facilities Insurance”** means insurance for such sum as the Council may from time to time reasonably decide represents the reinstatement value (including fees and the cost of shoring up, temporary works and arrangements, demolition and site clearance and such allowance for inflation as the Council may reasonably determine) of each Facility or such greater sum as the Company may reasonably require against loss or damage by the Insured Risks and the cost of carrying out any independent professional valuation of each Facility or revision thereof which shall reasonably be required by the Council for the purpose of determining the amount for which each Facility shall be insured;
- 1.5 **“Insurers”** means such United Kingdom based insurance office of repute as is nominated by the Council, acting reasonably;
- 1.6 **“Insured Risks”** means the risks of fire, explosion, aircraft, storm and tempest, earthquake, riot and civil commotion, terrorism, lightning, subsidence, malicious damage, bursting and overflowing of water tanks, apparatus and pipes, flood, impact by road vehicles and such other insurable risks as the Council or the Company may from time to time reasonably require, but excluding any risks (1) which the Council, acting reasonably, consider to be unnecessary or too expensive to obtain, taking into account reasonable representations in this regard made by the Company and (2) against which the Council's obligation to insure has terminated in terms of Clause 10.1 of this Licence;
- 1.7 **“Liability Insurances”** means insurance against third party liability, property owners' liability, employers' liability and public liability risks in respect of each Facility for such sum as the Council shall from time to time reasonably deem sufficient;
- 1.8 **“Licence”** means this licence to the exclusive occupation of each of the Facilities, on and subject to the terms and conditions contained in this document;

- 1.9 **"Licence Fee"** means ONE POUND (£1) STERLING per annum, exclusive of VAT;
- 1.10 **"PATS"** means the property and technical services department within the Council (or any successor or replacement department notified by the Council to the Company from time to time);
- 1.11 **"Permitted Use"** means the applicable use in respect of each Facility as set out in Appendix 1 of Part 3 of the Schedule and any ancillary use thereto;
- 1.12 **"Planning Acts"** means the Town and County Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Area) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997 or any statutory modifications or re-enactments for the time being in force or any rules, regulations or orders made thereunder;
- 1.13 **"Schedules of Condition"** means the schedules of condition in agreed form as at the date of this Agreement.

2 Interpretation

- 2.1 In this Licence any right or power expressed to be reserved to or conferred on the Council, any inspection or works expressed to be carried out by the Council and any notice, request or demand expressed to be served or issued by the Council may be exercised, carried out, served or issued by the Council and/or their duly authorised employee, factor, professional adviser, agent and/or contractor.
- 2.2 Any obligation of the Company under this Licence which has the effect of prohibiting or restricting any act of the Company in relation to each Facility shall be deemed to incorporate an obligation on the part of the Company or any authorised occupier of each Facility not to knowingly allow or suffer any other person to infringe such prohibition or restriction.
- 2.3 In any case where any payment made or to be made by the Company falls to be apportioned by reference to time, the portion of such payment due by the Company shall be equal to that fraction of such payment whose numerator is the number of days in the period over which the Company's liability in respect of such payment extends and whose denominator is the total number of days in the period to which such payment relates.

3 Licence

- 3.1 The Council hereby grants the Company the Licence together with (1) all necessary rights of access to and egress from the Facilities; (2) the right to use any car parking adjoining or adjacent to the Facilities which (a) is in the ownership of the Council and (b) is normally used in connection with the Facility in question as at the Transfer Date, and such car parking shall be used by the Company in accordance with current practice; and (3) a right to use all service media currently serving the Facilities (whether exclusively or in common) for the Duration.

3.2 The Company shall use all reasonable endeavours to use utilities efficiently and effectively and shall co-operate with the Council in relation to monitoring energy use and will take such steps as the Council may reasonably require in relation to energy efficiency. Subject to compliance with this Clause the Council shall arrange for and pay for the supply of gas and electricity used in the Facilities.

4 **Duration**

The Licence of the Facilities shall endure from the Transfer Date until the Expiry Date (“the Duration”).

5 **Company's acceptance of Facilities/Schedules of Condition**

The Company accepts each Facility in its present condition, as documented by the relevant Schedule of Condition, and repair as fit for the purpose for which it is let.

6 **Company's monetary obligations**

The Company undertakes to the Council to pay the Licence Fee (only if asked). .

7 **Company's non-monetary obligations**

The Company undertake to the Council to observe and perform the further obligations specified in this Clause 7.

7.1 **Title Conditions**

7.1.1 To the extent that such title conditions are notified by the Council to the Company:-

7.1.1.1 to observe and implement in the same manner and to the same extent and effect as if they were the proprietors of each Facility the conditions so far as still subsisting relating to each Facility specified in the title deeds or title sheet of the relevant Facility; and

7.1.1.2 provided that, if such conditions were notified after the Transfer Date, the Council and the Company shall seek to agree the impact of compliance with such title conditions.

7.1.2 To indemnify the Council against any loss or liability sustained by the Council or any claim by a third party against the Council arising from any breach by the Company or any person for whom the Company are legally responsible of Clause 7.1.1.

7.2 **Use**

Not to use any Facility:

7.2.1 for any purpose other than the relevant Permitted Use without the prior written consent of the Council which consent shall not be unreasonably withheld or a decision thereon delayed and for the avoidance of doubt the Permitted Use in respect of each Facility shall be deemed to include (1) all current uses and (2) any use required to implement the other terms of this Agreement; or

7.2.2 for any offensive or noxious trade, business or occupation nor for any illegal or immoral purpose nor for any purpose or in any way which may be or tend to become a legal nuisance nor for any use which is likely to constitute a hazard to health or cause harm to the environment

7.3 **Alienation**

7.3.1 Subject to Clause 7.3.2, this Licence shall be personal to the Company and shall not be capable of transmission to a third party.

7.3.2 Notwithstanding the foregoing, the Company shall be entitled to permit occupation of any part or parts of any Facility by a Group Company, to the Council or, with the prior written consent of the Council (such consent not to be unreasonably withheld or delayed), to another third party.

7.4 **Statutory Compliance – Company**

The Company will take any action required under or in pursuance of any Act of Parliament, or other statutory regulations or requirements, orders or notices which directly and solely relate to (i) the provision of the services by the Company; and (ii) the Company's employees and those for whom they are responsible by law.

7.5 **Cleaning**

To keep each Facility in a clean and tidy condition and clear of all rubbish.

7.6 **To indemnify the Council**

Save where indemnity is, or ought to be, available to the Council under the insurances effected, or which ought to have been effected, in terms of Clause 11.1, to indemnify and keep indemnified the Council from liability in respect of any injury to or the death of any person, damage to any property, moveable or immovable (to the extent that this is the Company's obligation under this Licence), damage to the environment, the infringement, disturbance or destruction of any right, servitude or privilege or otherwise by reason of or arising out of any breach by the Company of their obligations under this Licence during the term of this Licence in relation to the state of repair or condition of each Facility or any unauthorised use by the Company of any Facility and from all proceedings, costs, claims and demands of whatsoever nature in respect of any such liability or alleged liability, except (i) to the extent that the liability under this indemnity exceeds the Insured Amount and (ii) in

respect of any matter which is the responsibility of or is an obligation of the Council under this Licence.

7.7 Alterations

Not to make any structural additions or alteration whatsoever in or to any Facility nor unite any Facility with any adjoining property without the previous written consent of the Council, which consent shall not be unreasonably withheld or delayed.

7.8 Prohibition of hazardous articles or operations

Not knowingly to bring into any Facility anything which is or may become dangerous, offensive, or radioactive nor to carry on or do any hazardous trade or act in consequence of which the Facilities Insurance could be vitiated or prejudiced or made void or voidable in whole or in part or whereby the insurers may decline to cover any of the Insured Risks.

7.9 Prohibition of overloading

Not to place or keep in any Facility any articles in such position or in such quantity or otherwise in such manner as to overload or cause damage to or be likely to overload or cause damage to any Facility or any subjects common to any Facility and other property.

7.10 Prohibition of obstruction of drains etc

Not to obstruct, overload or in any way adversely affect the operation of any lift or escalator or any power, plumbing, heating, ventilation, alarm, fire fighting or fire control system situated within any Facility or serving (whether exclusively or otherwise) any Facility.

7.11 Servitudes

7.11.1 Not by building on or otherwise by alteration or use of any Facility to knowingly interrupt or obstruct or suffer to be obstructed any right of the nature of servitude, wayleave, privilege or encroachment enjoyed by any property or its proprietor (a "**Servitude Right**"), without the consent of the Council.

7.11.2 To notify the Council of any claim or attempt to exercise any new Servitude Right in relation to the Facility as soon as practicable after the Company shall become aware of the same and on the demand of the Council to provide such co-operation and assistance (excluding financial assistance) as may be reasonably required by the Council to prevent the same.

7.11.3 Not without the consent of the Council to give any third party any acknowledgement that the Company or any other authorised occupiers enjoy any Servitude Right in respect of any Facility by the consent of such third party nor to pay any sum of money to, or enter into any agreement with, such third party for the purpose of inducing or

obliging such third party to abstain from interrupting or obstructing any such Servitude Right.

- 7.11.4 To notify the Council as soon as reasonably practicable after the Company become aware of the owner or occupier of any adjacent land or building doing or threatening to do anything which interrupts or obstructs or could interrupt or obstruct any Servitude Right enjoyed in respect of any Facility.

7.12 **Planning**

- 7.12.1 Not to do or omit or knowingly suffer to be done or omitted anything on or in connection with any Facility the doing or omission of which would be a contravention of the Planning Acts and to keep the Council indemnified in respect of all actions, proceedings, damages, penalties, costs, claims and demands in respect of such acts or omissions or any of them.

- 7.12.2 Unless the Council shall waive the provisions of this Clause 7.12.2 to carry out any works stipulated to be carried out to any Facility as a condition of any planning permission obtained by the Company but only where the Company or any other authorised occupiers or their respective predecessors in title shall have commenced carrying out any works authorised by such planning permission.

- 7.12.3 To notify the Council forthwith of the receipt of any notice (including a notice of any order or of a proposal for an order) served on the Company or any other authorised occupiers of any Facility or at any Facility by any competent authority under or by virtue of the Planning Acts and, if so requested by the Council, to produce a copy of such notice to the Council.

- 7.12.4 To provide such co-operation and assistance (excluding financial assistance) as the Council may reasonably require in making such objection or representation against or in respect of any such notice, order or proposal for an order as the Council may request save where to do so would be contrary to the interests of the Company.

7.13 **Notification of receipt of any notice**

To notify the Council as soon as reasonably practicable of the receipt by the Company or any other authorised occupiers of any Facility of any notice, order, requisition or direction (or proposal for a notice, order, requisition or direction to be made or given) affecting any Facility and, if so requested by the Council, to produce to the Council a copy of such notice, order, requisition or direction.

7.14 **Notification of any improvement**

To notify the Council as soon as reasonably practicable of any improvement of or other alteration to any Facility effected by the Company or any other authorised occupiers of any Facility which

could affect the amount for which the Facility in question should be insured by the Council in accordance with Clause 11.1.

7.15 Council's right of entry

Subject always to Clause 11.6 to permit the Council at any reasonable time (or forthwith in the case of emergency) to enter any Facility:

7.15.1 for the purposes of inspecting any Facility, preparing a schedule of the Council's fixtures and fittings and of any dilapidations and investigating any right of the nature of servitude, wayleave, privilege or encroachment; and

7.15.2 for any purpose related to the exercise of any right conferred on or reserved to the Council under this Licence or the fulfilment of any obligation in relation to any Facility incumbent on the Council under any other provision of this Agreement.

7.16 Notification of any damage or defect

To notify the Council, as soon as reasonably practicable after the Company or any other authorised occupiers shall become aware, of any damage to any Facility caused by any of the Insured Risks or any defect in any Facility which could give rise to a duty on the Council or on any other person having an interest in any Facility of which the Company is aware.

7.17 Removal

At the Expiry Date the Company shall remove from the Facilities and leave the Facilities in such state of repair and condition as shall be consistent with due performance by the Company of its obligations under this Licence.

7.18 Applications for consent

Upon making an application for any consent or approval which is required under this Licence to disclose to the Council such relevant information as the Council may reasonably require.

7.19 To provide fire fighting equipment

To keep each Facility sufficiently supplied and equipped with fire fighting and extinguishing apparatus and appliances which shall be open to the inspection, and maintained to the reasonable satisfaction, of the Council (so far as not at variance with obligations imposed by law upon the Company) and also not to obstruct the access to or means of working such apparatus and appliances at or connected with each Facility.

7.20 Environmental matters

7.20.1 Not to release or discharge into any environmental medium (namely, air, water (including ground water, pipes and sewers) and land) any substance that is, or in such

quantities or concentrations is, capable of causing harm to the health of man or any other living organism supported by the environment.

- 7.20.2 Not to deposit on any Facility any controlled, special, hazardous, toxic, dangerous or radioactive waste, or any other substance which may produce concentrations or accumulations of noxious gases or noxious liquids in such quantities or concentrations that are capable of causing harm to the health of man or any other living organism supported by the environment.
- 7.20.3 To indemnify and keep indemnified the Council (during the term of this Licence) against all liability, costs, expenses or damages (including but not limited to clean-up costs, remediation costs, legal and environmental consultancy expenses, third party claims and regulatory action) to the extent that the same arise by virtue of a breach by the Company during the term of the Licence of the undertakings contained in Clauses 7.20.1 and 7.20.2.
- 7.20.4 Notwithstanding the foregoing provisions it is agreed between the Council and the Company that: (1) the Council shall be liable for all pre-existing liability for contamination of the Facilities existing as at the Transfer Date, notwithstanding that such contamination may have come to light as a result of the actings of the Company; and (2) the Council shall indemnify and keep indemnified the Company (during the term of this Licence) against all liability, costs, expenses or damages (including but not limited to clean-up costs, remediation costs, legal and environmental consultancy expenses, third party claims and regulatory action) to the extent that the same arise in respect of pre-existing contamination.

7.21 **liabilities Insurance**

The Company will effect and maintain the Liabilities Insurance with a UK based insurer of repute and will provide to the Council, on request, a copy of the relevant policies, together with evidence that such policies are valid and in force.

8 **Disclaimers**

8.1 **Planning acts - no warranty**

Notwithstanding the provisions of Clause 7.2, the Council do not thereby or in any way give or make any representation that the Permitted Use is or will be or will remain an authorised use in terms of the Planning Acts and the Company acknowledges that the Council have not made or given at any time any representation or warranty that the Permitted Use is or will be or will remain an authorised use under the Planning Acts.

8.2 **No indemnity by Council**

Save (1) to the extent that indemnity is, or ought to be, available to the Council under any of the insurances effected, or which ought to have been effected, by the Council under this Licence including the Facility Insurance and/or (2) where the injury, loss and others mentioned in this Clause 8.2 are caused by the negligent or wilful act or omission of the Council, its agents, employees or contractors, subsequent to the Transfer Date and/or (3) where such matter is the responsibility and/or an obligation of the Council under this Licence the Council shall not be liable for any injury, loss, damage or liability to third parties sustained or incurred by the Company arising out of or in connection with any malfunction or breakdown of any lift or escalator or any power, plumbing, ventilation, alarm, fire-fighting or fire control system and/or (4) from the date of occurrence of the events listed in Clause 11.10.3 in which case the Council shall be liable in relation to such Excluded Facilities until such time as any business plan review referred to in Clause 11.10.3 is complete.

[DN: the Company is checking the extent of its insurance cover to determine whether the exclusions listed are inured risks]

8.3 **Condition of Facilities - no warranty**

Any warranty or warranties on the part of the Council implied by common law or otherwise relating to the condition or suitability for use of any of the Facilities or any part thereof is/are expressly displaced from this Licence and shall be inapplicable.

9 **Council's remedies on default by Company**

9.1 **To remove unauthorised alterations**

In the event of the Company or any other authorised occupiers of any Facility:

9.1.1 inserting in the walls of the Facility in question structural fastenings, staples or holdfasts,

9.1.2 cutting any part of the external walls, or

9.1.3 making any structural alteration or addition in or to the Facility in question,

otherwise than in accordance with the provisions of this Licence, the Council shall be entitled to serve a notice on the Company requiring the Company to remedy the breach, and in the event of the Company failing to proceed diligently to remedy such breach then the Council shall be entitled to remove the same, restore the Facility in question wherever so altered and make good any damage caused to the Facility in question by such removal or restoration.

9.2 **To recover expenditure**

If the Council exercises the rights conferred upon them by Clause 9.1, the Company shall reimburse the Council on demand all proper and reasonable expenditure so incurred.

9.3 **Council's remedies not limited**

Exercise of the rights conferred upon the Council by Clause 9.1 shall be without prejudice to any other right of action or remedy available to the Council.

10 **Payment of Council's Costs**

The Company undertake to reimburse the Council forthwith upon demand all reasonable professional charges and expenses (including, without prejudice to that generality the stamp duty land tax, land tax dues of registration in the Land Register and the Books of Council and Session and obtaining three extracts and any Sheriff Officers' fee) properly incurred by the Council:

10.1 in connection with any application to the Council for consent or approval in terms of this Licence including such charges and expenses where consent or approval is properly refused or the application withdrawn; and

10.2 in procuring the payment of any arrears due by the Company or the remedying of any breach of a non-monetary obligation undertaken by the Company under this Licence, including without prejudice to the foregoing generality in the preparation and service of a schedule of dilapidations at any time before the Expiry Date.

11 **Council's obligations**

The Council undertakes to the Company to observe and perform the conditions, obligations and others contained in, specified in, referred to or otherwise set out in this Clause 11.

11.1 **To maintain insurance**

To effect and maintain with Insurers the Facilities Insurance and provided that, if the Council shall be unable by reason of the unavailability of insurance to effect insurance against any one or more of the Insured Risks the Council shall immediately notify the Company in writing stating the extent of such inability whereupon the obligations on the part of the Council so to insure shall cease (but only to the extent of such inability) but, until notification by the Council in accordance with this Clause 11.1 the Company shall, in questions with the Council, be entitled to rely on such cover being in place.

11.2 **To procure endorsement of insurance policy**

To (1) have the interests of the Company and any member of the Group requested by the Company endorsed on any policy relating to the Facilities Insurance which endorsement will be in terms waiving the insurers' rights to pursue a claim against the Company and any permitted sub-

licensee following on subrogation and (2) use reasonable endeavours to procure that the policy relating to the Facilities Insurance contains a non-invalidating clause to the effect that such policy shall not be avoided by any act or omission or by any alteration whereby the risk of damage or destruction is increased unknown to or beyond the control of the Council.

11.3 To supply insurance information

To give the Company, if requested, details of the insurances effected under Clause 11.1 including details of the risks covered, the amount of cover, the terms and conditions thereof, and the level of premium and to notify the Company as quickly as possible of any change in the risks insured against or the amount of cover or the terms and conditions thereof.

11.4 To reinstate

If and to the extent required by the Company to rebuild and reinstate the Facility in question following destruction or damage caused by or attributable to any of the Insured Risks with all due diligence and speed and to make up any deficiency (other than any deficiency due by the Company in accordance with Clause 1.1) in the proceeds received by the Council under the Facilities Insurance out of the Council's own funds.

11.5 To apply insurance proceeds

To spend and lay out the proceeds received under the Facilities Insurance and any sums received from the Company in terms of Clause 1.1 in rebuilding and reinstating the Facility in question following destruction or damage caused by or attributable to any of the Insured Risks.

11.6 Exercise of Council's rights

Notwithstanding the provisions of Clause 7.16, to exercise the rights conferred upon the Council in terms of this Licence in such a manner as will cause the minimum practicable inconvenience to the Company and any other authorised occupiers of each Facility and to make good all damage caused to each Facility and to the Company's and their authorised occupiers' fixtures, fittings, equipment and stock caused by the exercise of any such rights provided that the Company and any such authorised occupiers take reasonable precautions to safeguard such fixtures, fittings, equipment and stock and to keep the Company indemnified against all actions, liabilities, costs, expenses or damages in any way related to the exercise of said rights.

11.7 Council's interest

Not to dispose of or lease or charge the Council's interest in the Facilities or any part thereof.

11.8 Repairing

Subject to Clause 11.10 below, the Council shall undertake to keep the Facilities wind and water tight."

11.9 Statutory Compliance

11.9.1 The Council will execute all works and/or take any action required under or in pursuance of any Act of Parliament, or other statutory regulations or requirements, orders or notices in relation to the Facilities, except to the extent to be delivered by the Council in accordance with Clause 7.4

11.9.2 Without prejudice to the generality of the foregoing, the Council will be responsible for 1) ensuring all property and health and safety legislation is complied with at all times; and (2) electrical testing of portable appliances and fixed installations to ensure statutory compliance.

11.10 Services to be provided to the Company

To the extent that the Budget allows, the Council shall provide the following services at the Facilities in accordance with the response times set out in Appendix 2 of Part 3 of the Schedule:

11.10.1 ensure that sufficient funding is retained to cover possible defects in Priority 1 classification;

11.10.2 manage the available budget allocated to maintain and keep the Facilities in a good state of repair, and shall use reasonable endeavours to address maintenance elements as on a prioritised basis as follows:

11.10.2.1 health and safety: building user safety and legislative compliance;

11.10.2.2 wind and watertight; and

11.10.2.3 other works: to be prioritised by building element importance and taking recognition of available funding;

11.10.3 If the Council is unable to provide the services listed in Clauses 11.10.1 and 11.10.2 (inclusive), or the Budget is fully utilised in any Financial Year, then the Parties shall meet within a reasonable period of time to review any business plans they have in place. For as long as the Council is unable to fulfil its obligations under Clauses 11.10.1 and 11.10.2 (inclusive) and this renders one or more Facilities unsafe, unsuitable for purpose, or unoccupiable (the "**Excluded Facilities**"), the Company shall be entitled to review any business plan and vary or cease to deliver any services it delivers to the Council in relation to the Excluded Facilities (without incurring any liability to the Council whatsoever).

11.10.4 The Council shall provide estates property management services in relation to asset valuation and leasing arrangements. In addition the Council shall commission external consultants as and when required to comply with its

obligations set out in this Licence and shall consult with and take on board any comments that the Company may have on the requirements for any consultant appointments.

- 11.10.5 For each Facility, the Council shall appoint a dedicated maintenance officer who will provide a customer service including communication by email and telephone, with meetings and site visits as required. These arrangements will include out of hours cover with all maintenance officers being available outside of normal office hours, such hours being 08:45 to 16:45. The Council shall provide to the Company a list setting out the name and contact number of each maintenance officer and the building for which they are responsible. The Company shall keep the contacts list up to date at all times and shall provide the Company with an updated list.
- 11.10.6 The Council shall provide professional services (including, but not limited to, architectural, quantity surveying and electrical services, and technical support) in relation to any additional capital works at a fee level equating to 10% to 12% of the contract sum. In addition the Council will commission external consultants as required to meet the requirements of this Licence.
- 11.10.7 The Council shall be responsible for water hygiene maintenance and testing including, but not limited to, preventing or controlling legionella.
- 11.10.8 The Council shall procure the maintenance of pool plant, filtration and circulation equipment.
- 11.10.9 The Council will issue any tenders for maintenance, repair or renewal of plant as reasonably instructed by the Company.
- 11.10.10 The Council and the Company shall work together and use reasonable endeavours to identify and implement solutions to any pool plant [filtration, ad circulation equipment] problems.
- 11.10.11 The Council shall commission external inspections of pool plant, including pool filters plus bacteriological testing and report all findings within a reasonable period of time to the Company.

12 Reporting

- 12.1 The Council shall provide to the Company at regular intervals (as a minimum on a monthly basis), and when reasonably requested by the Company, reports containing management information, current levels of expenditure, available budget, potential target areas for works at the Facilities and any other information reasonably requested by the Company.

- 12.2 At the end of each Financial Year the Council shall seek feedback from the Company, which shall include feedback from the Company's individual building managers on the Council's and/or PATS' performance. The Company shall provide feedback and comments within one calendar month of the end of each Financial Year.
- 12.3 Following receipt of the Company's comments and feedback the Parties shall arrange to meet within a reasonable period of time undertake a consultation and review process to identify improvements to be made in delivery of the services outlined in Clause 11.10.
- 12.4 On an annual basis the Council shall provide a report to the Company setting out in sufficient detail the proportion of the budget that is allocated to service contracts, measured term contracts and the amount that is available for spend on planned or reactive maintenance at the Facilities.

13 **Policies and procedures**

The Council warrants that all procurements undertaken or to be undertaken by the Council or PATS on its behalf shall be carried out in accordance with the Council's Financial Regulations and Contract Standing Orders in place from time to time, including, but not limited to, advertising, approval of procurement plans, equalities impact assessments, prequalification, tender documents and invitation to tender, tender evaluation including technical and financial credit checks, tender reduction negotiation, award of contract approvals, contracts and preparation of reports and presentations as required.

14 **Meetings**

- 14.1 The Parties agree to meet monthly to discuss property management and maintenance by the Council of the Facilities. Representatives from PATS shall also attend these meetings.
- 14.2 The agenda for the meetings described at Clause 14.1 shall cover:
- 14.2.1 current and planned expenditure;
 - 14.2.2 emerging maintenance issues;
 - 14.2.3 quality of services delivered by the Council or PATS on behalf of the Council;
 - 14.2.4 future maintenance needs and budget pressures;
 - 14.2.5 updates on Works requested by the Company in accordance with Clause [tbc]; and
 - 14.2.6 any other matters notified by one Party to the other at least 5 Working Days in advance of any meeting.


15 **Request for Works**

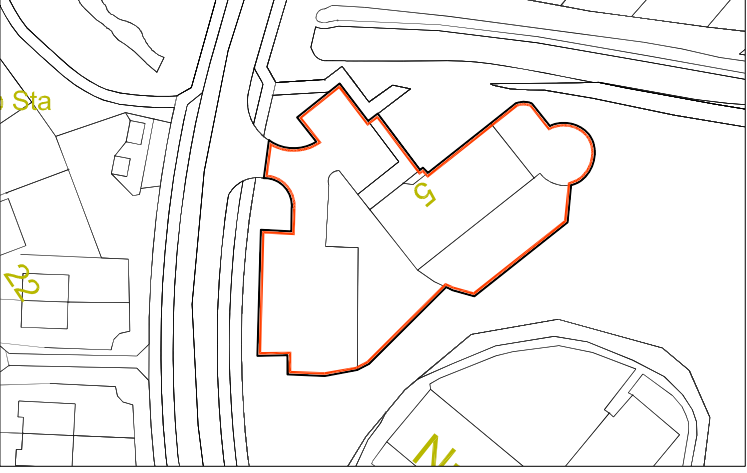
- 15.1 The Company may at any time make a business case to the Council for works to be carried out on the basis of potential loss of earnings/damage to reputation outweighing cost of potential works.
- 15.2 As and when the Company requires the Council to carry out works it shall complete the Additional Works Form. The completed Additional Works Form shall be sent by email to the email address of the Council's Principal Officer (Asset Management) and copied to Team Leader Maintenance notified by the Council to the Company from time to time.
- 15.3 On receipt of an Additional Works Form the Council shall allocate it to an appropriate maintenance officer to carry out the works.

16 **Working together**

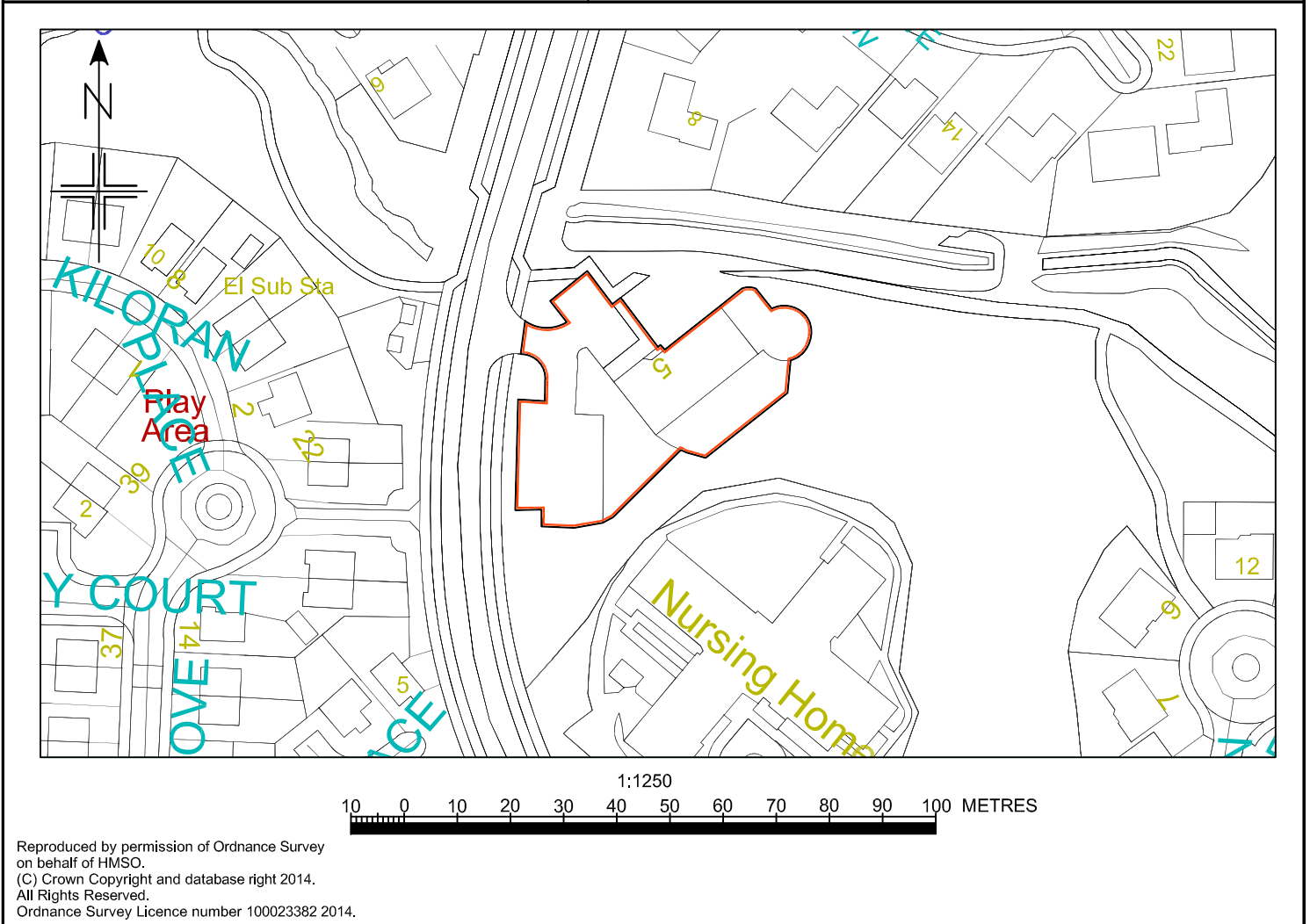
The Parties shall work jointly and collaboratively to identify solutions to any issues raised within any reports or requests for work submitted by one Party to the other under this Licence.


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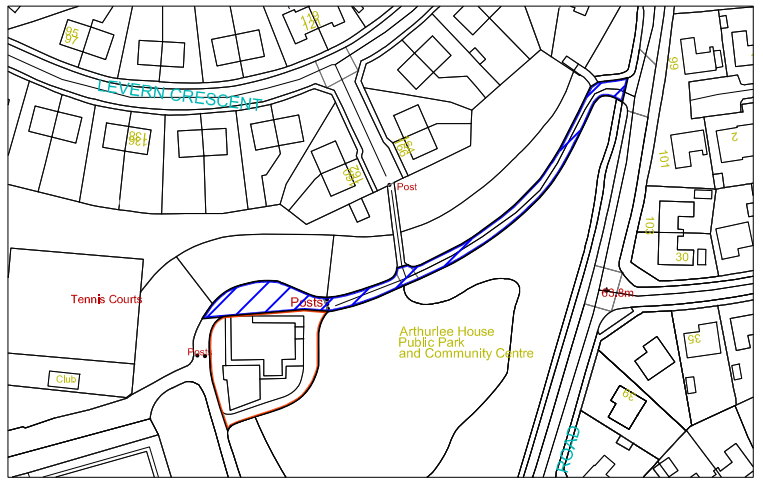
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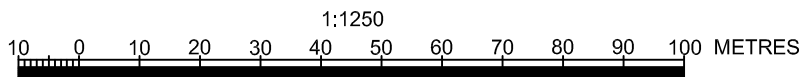
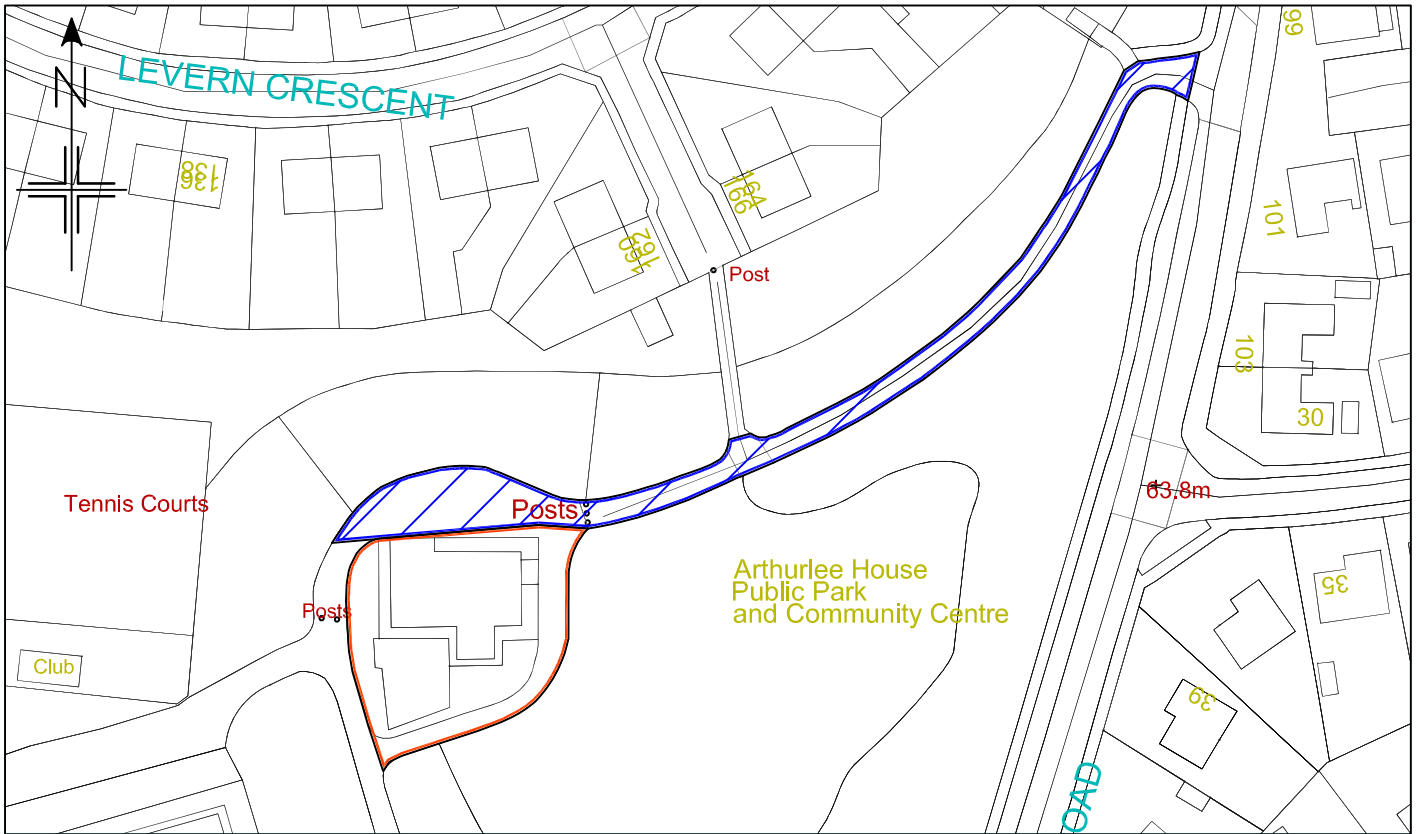
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	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	14/11/14	Checked	Issue Date
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BOUNDARY INFORMATION			PLOT INFORMATION
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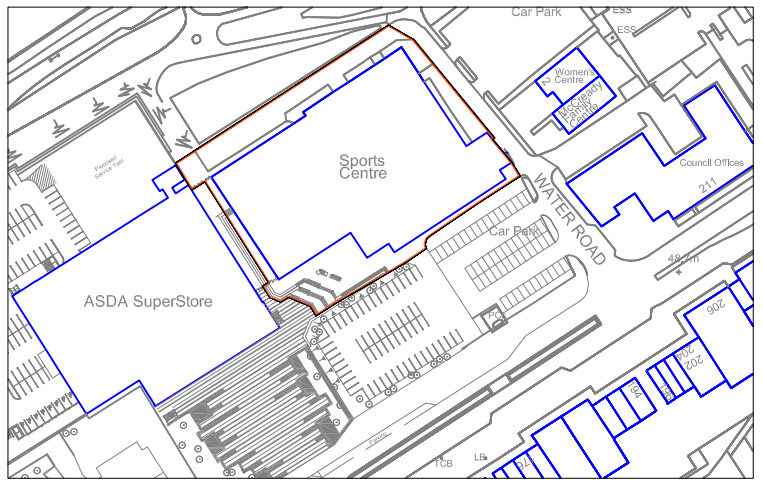
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BOUNDARY INFORMATION

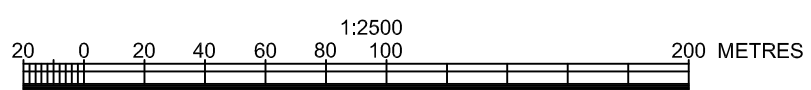
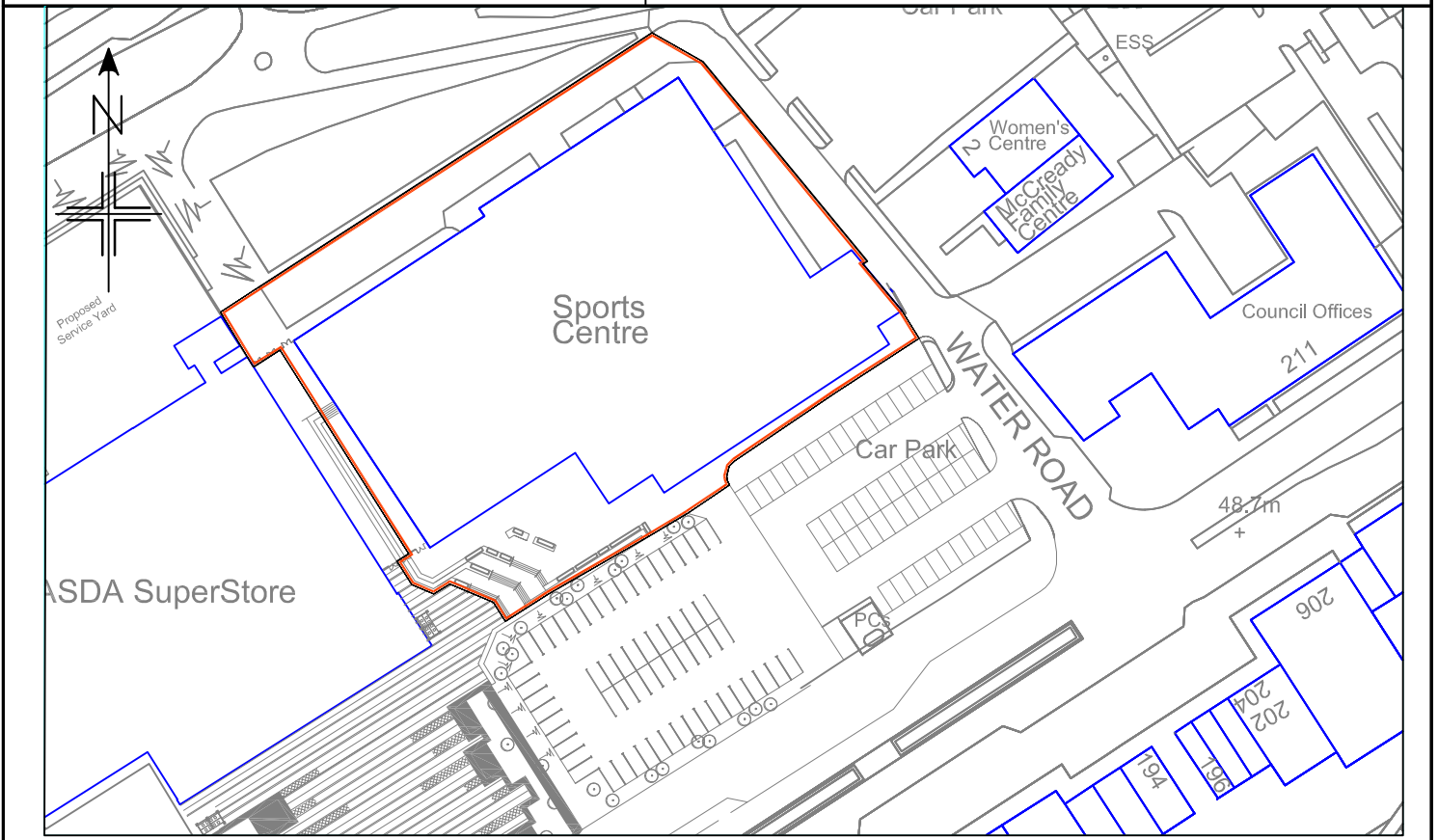
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PLOT INFORMATION


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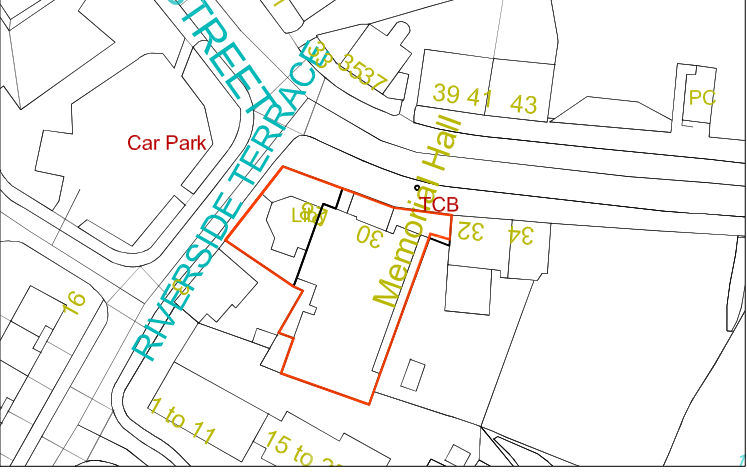


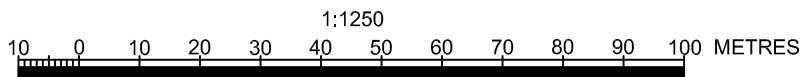
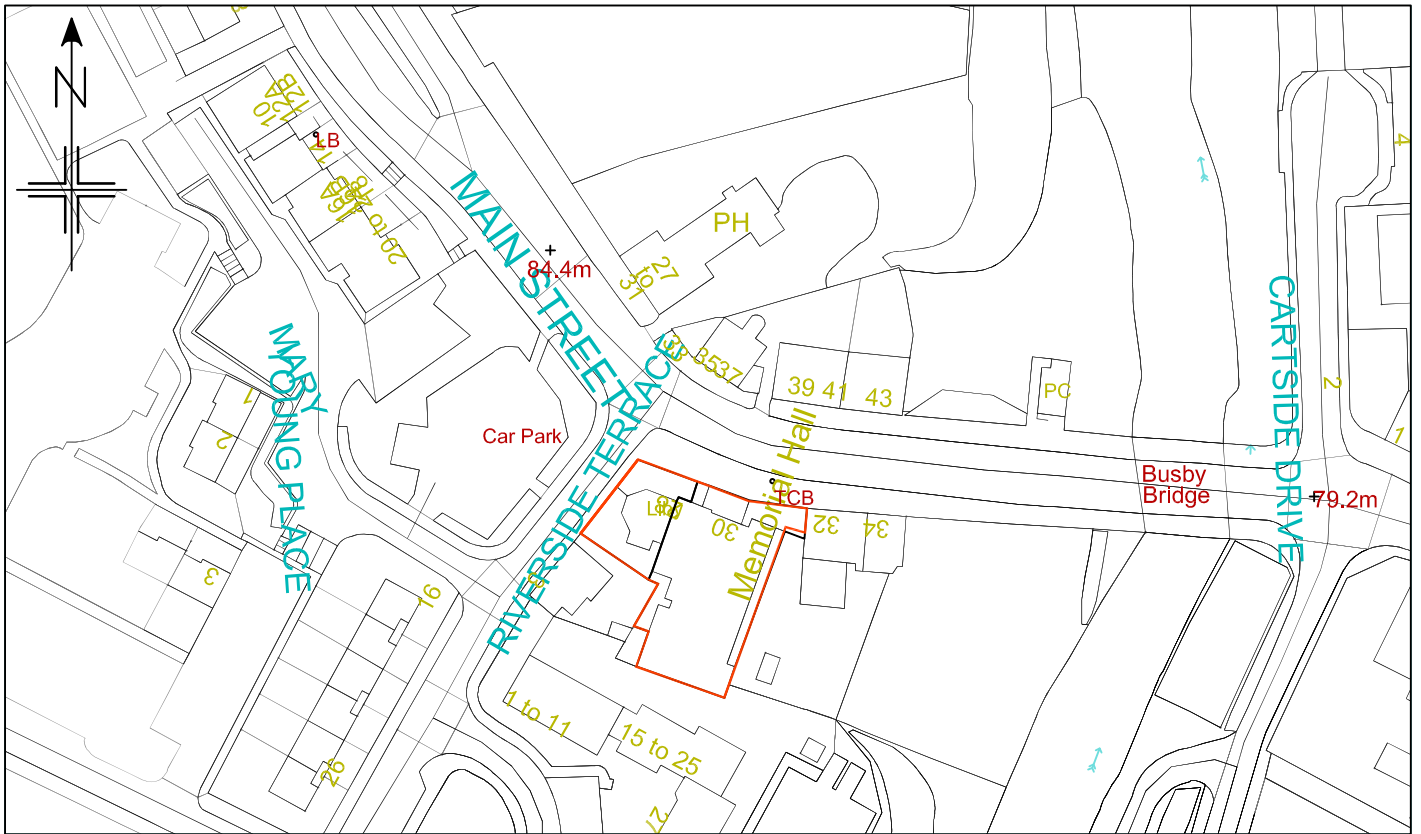
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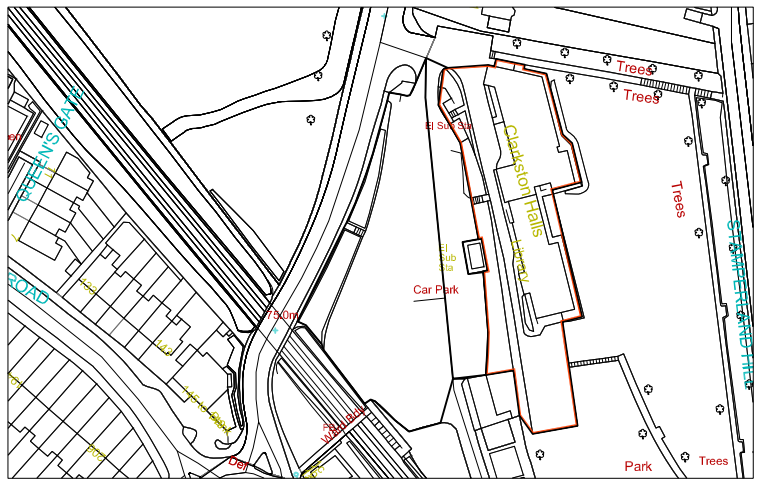
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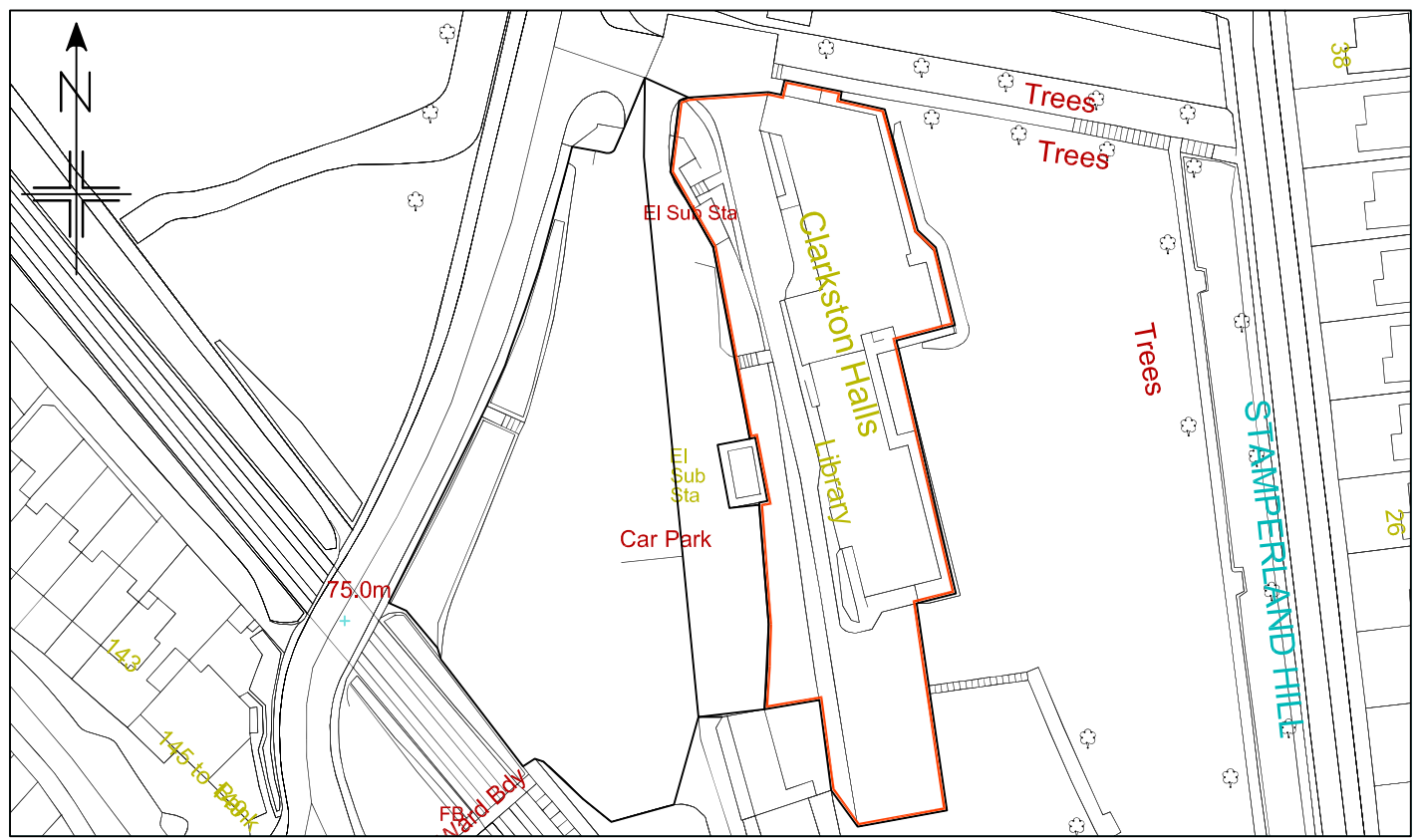
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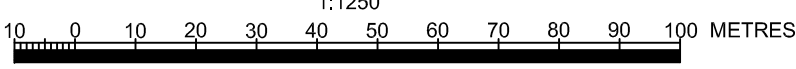
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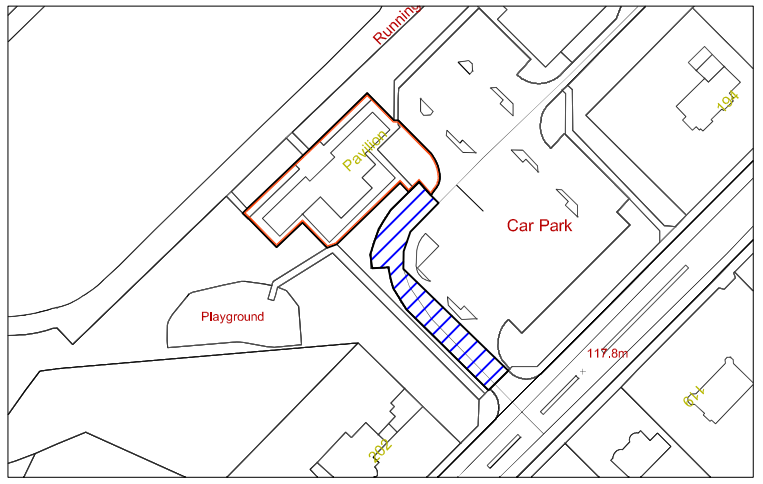


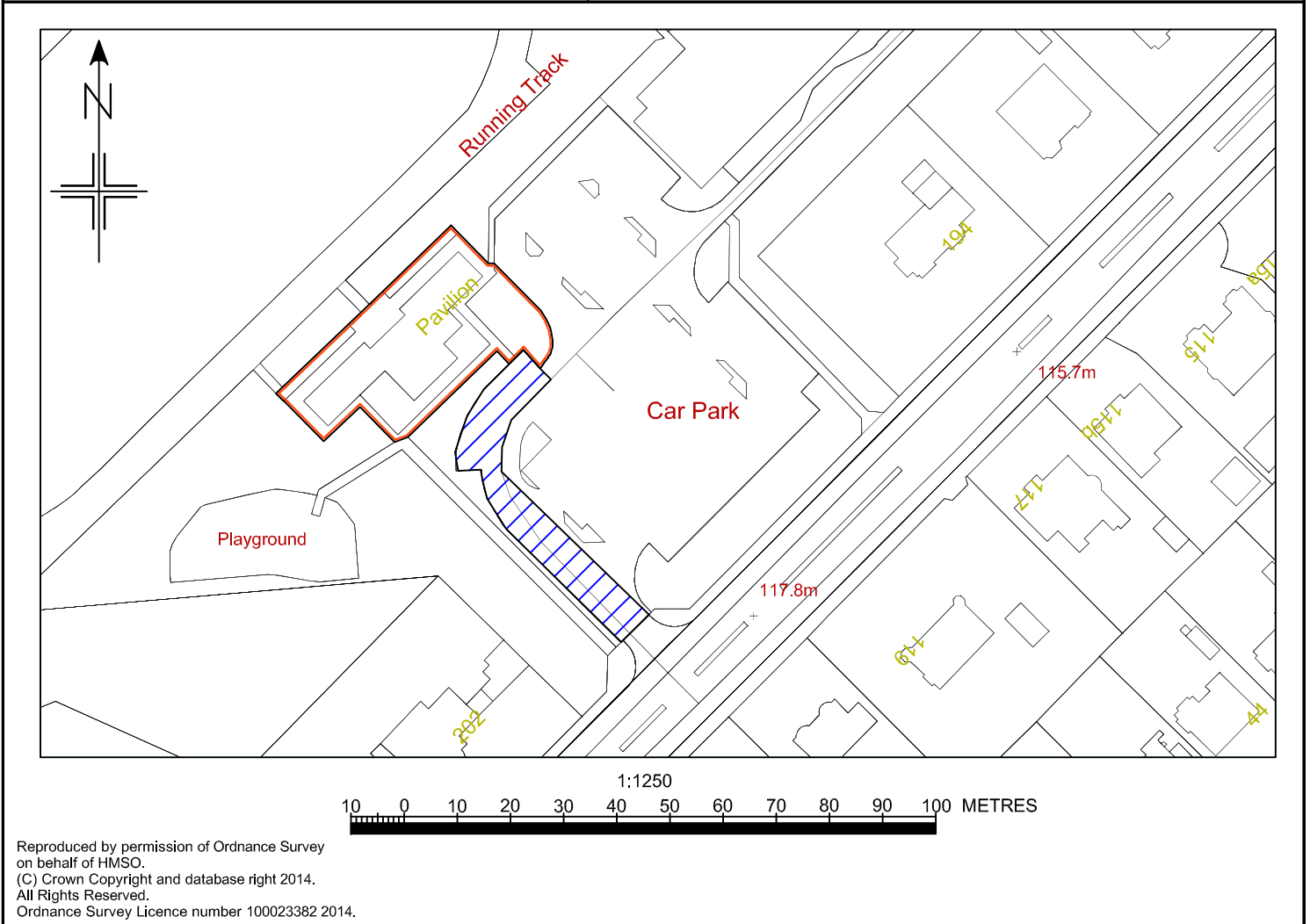
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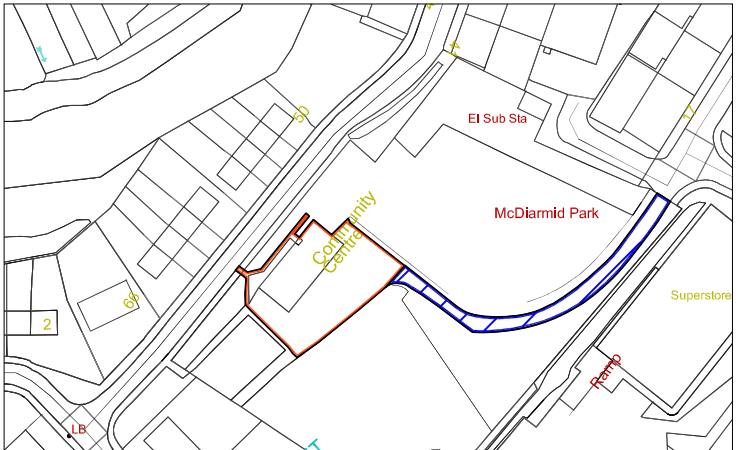
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	Address Dalmeny Community Centre		Purchaser(s)	

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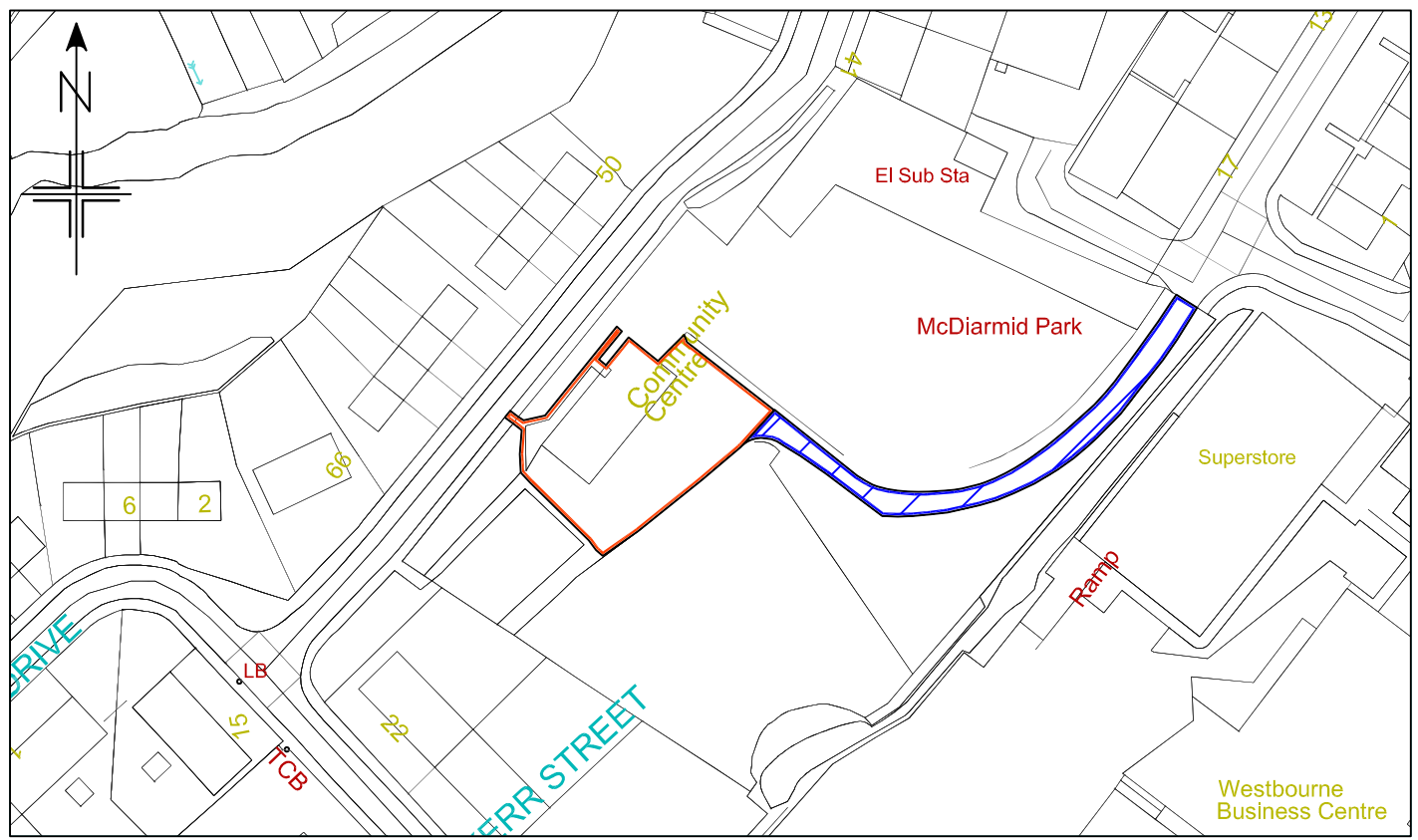
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PLOT INFORMATION

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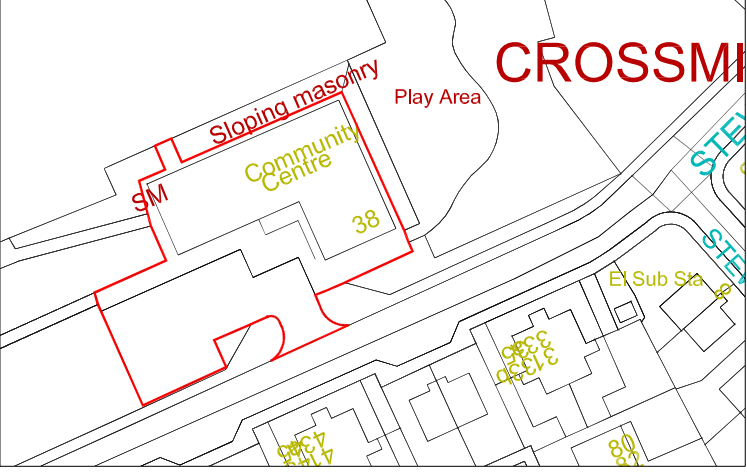


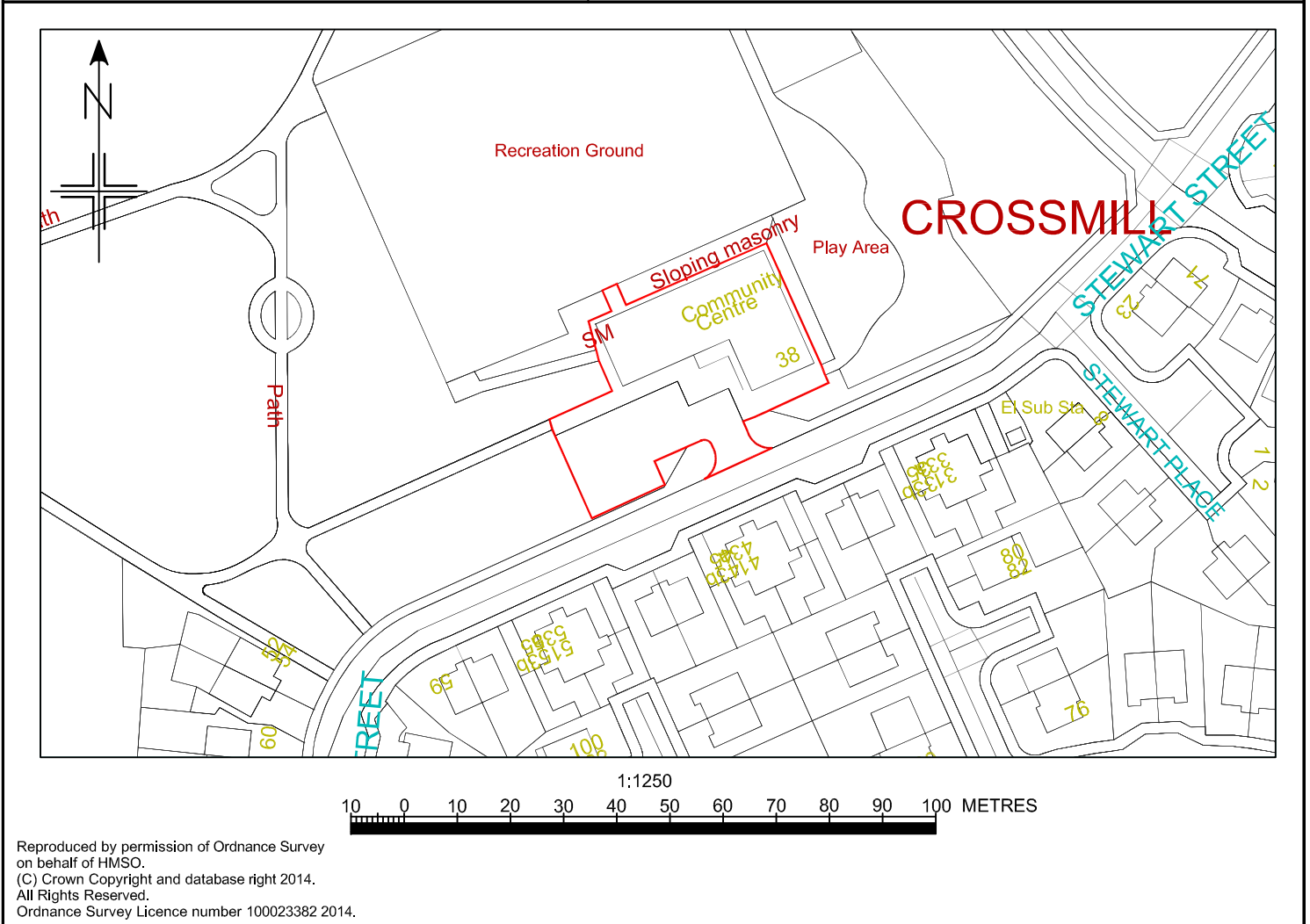
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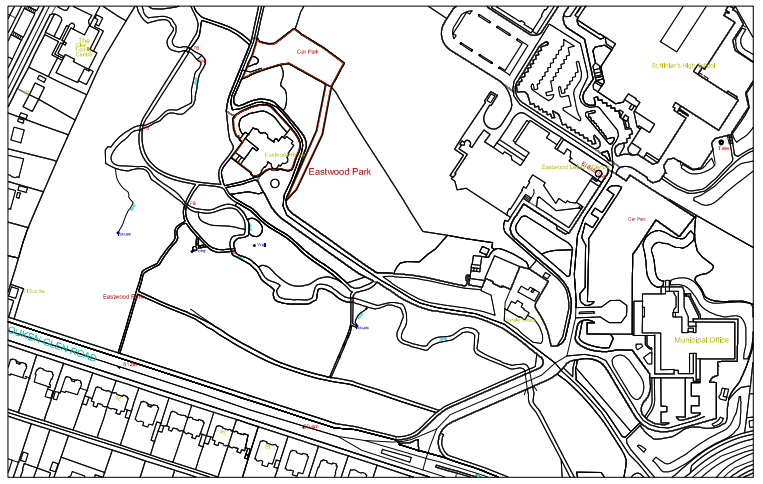
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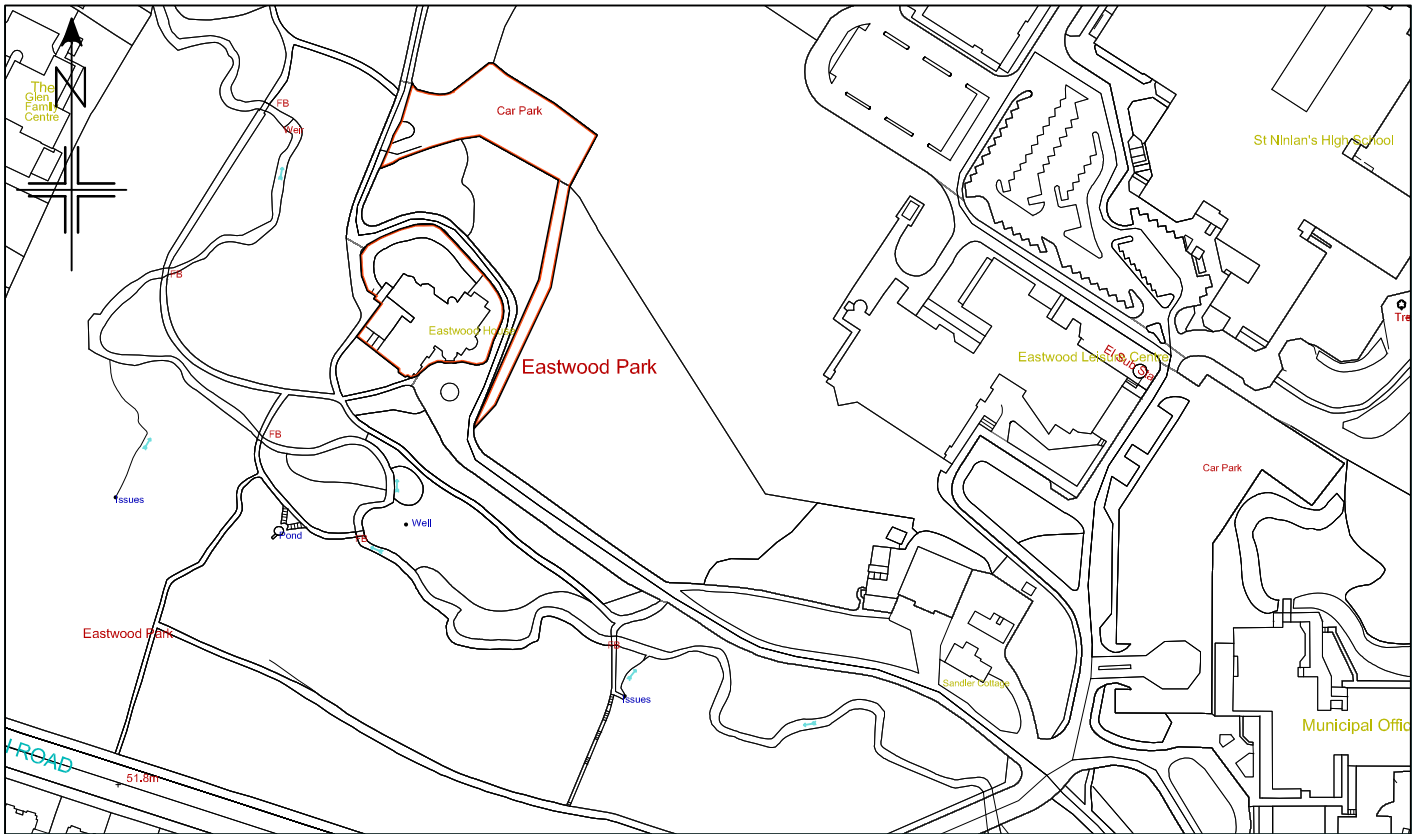
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	Drawn/Date	12/11/14	Checked	Issue Date
	Address Dunterlie CC, Stewart Street			Purchaser(s)


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 1440 square metres or thereby 
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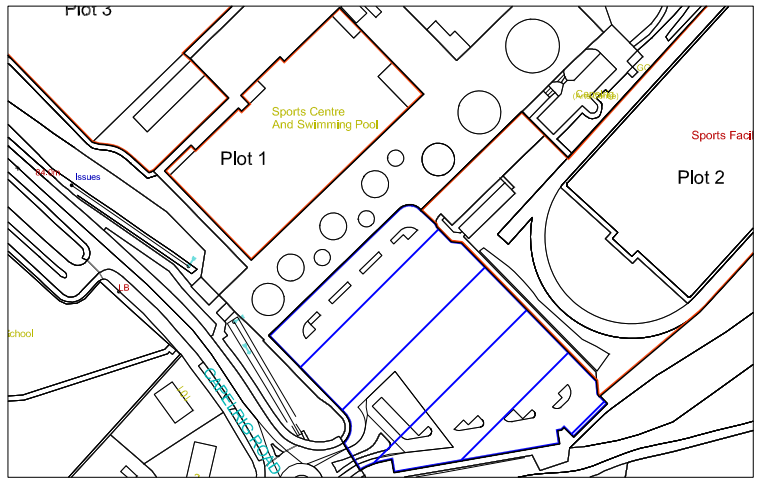


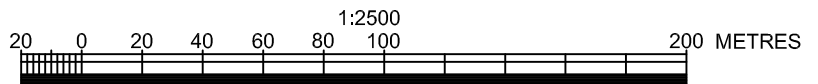
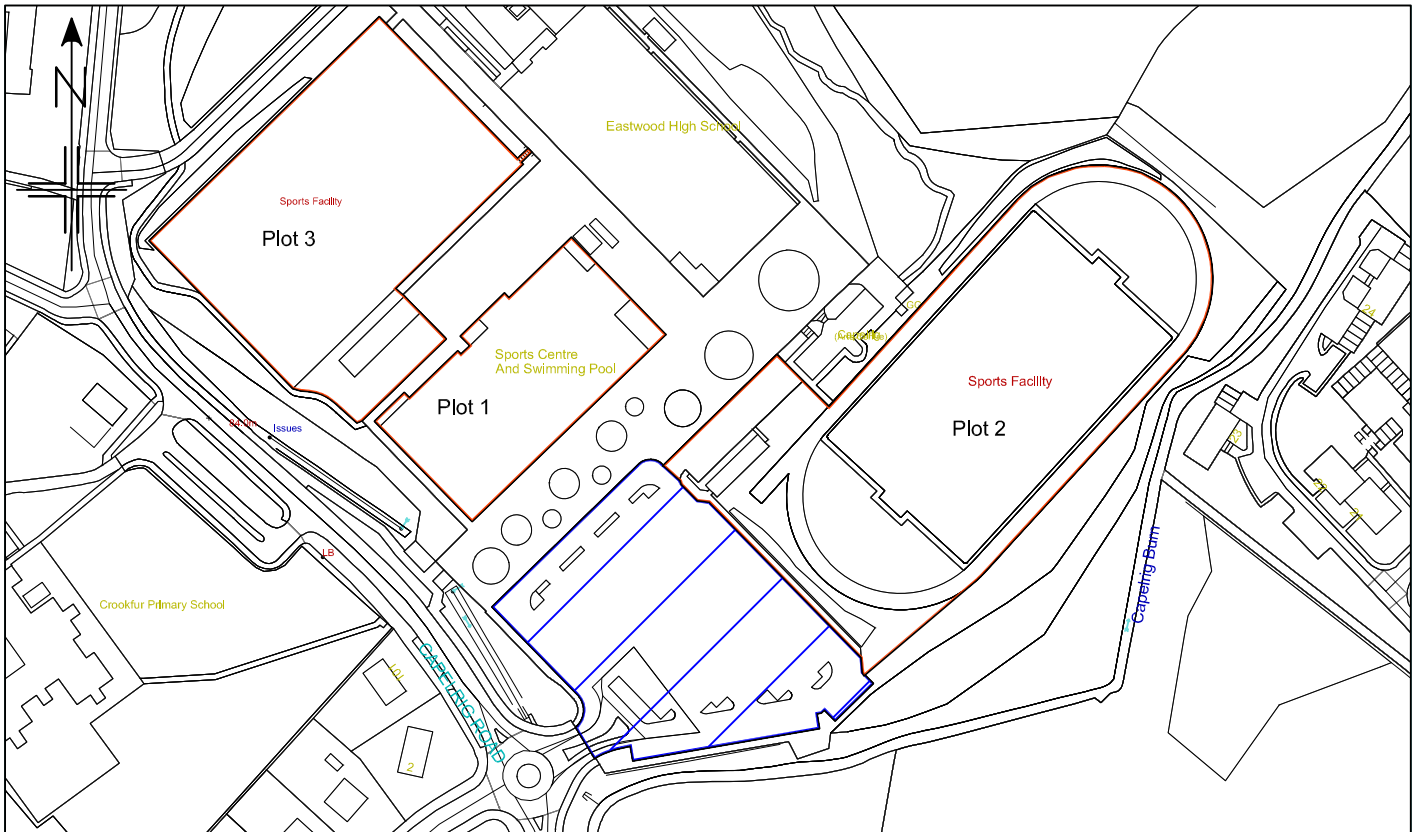
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	Drawn/Date	14/11/14	Checked	Issue Date
	Address Eastwood House, Giffnock			Purchaser(s)


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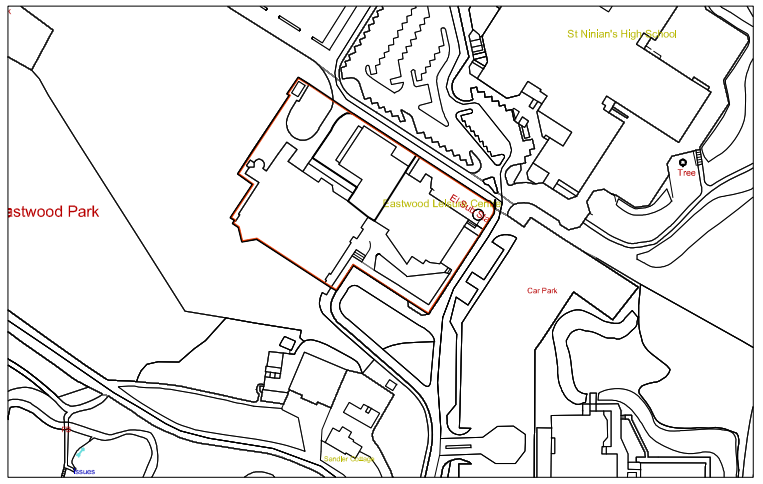


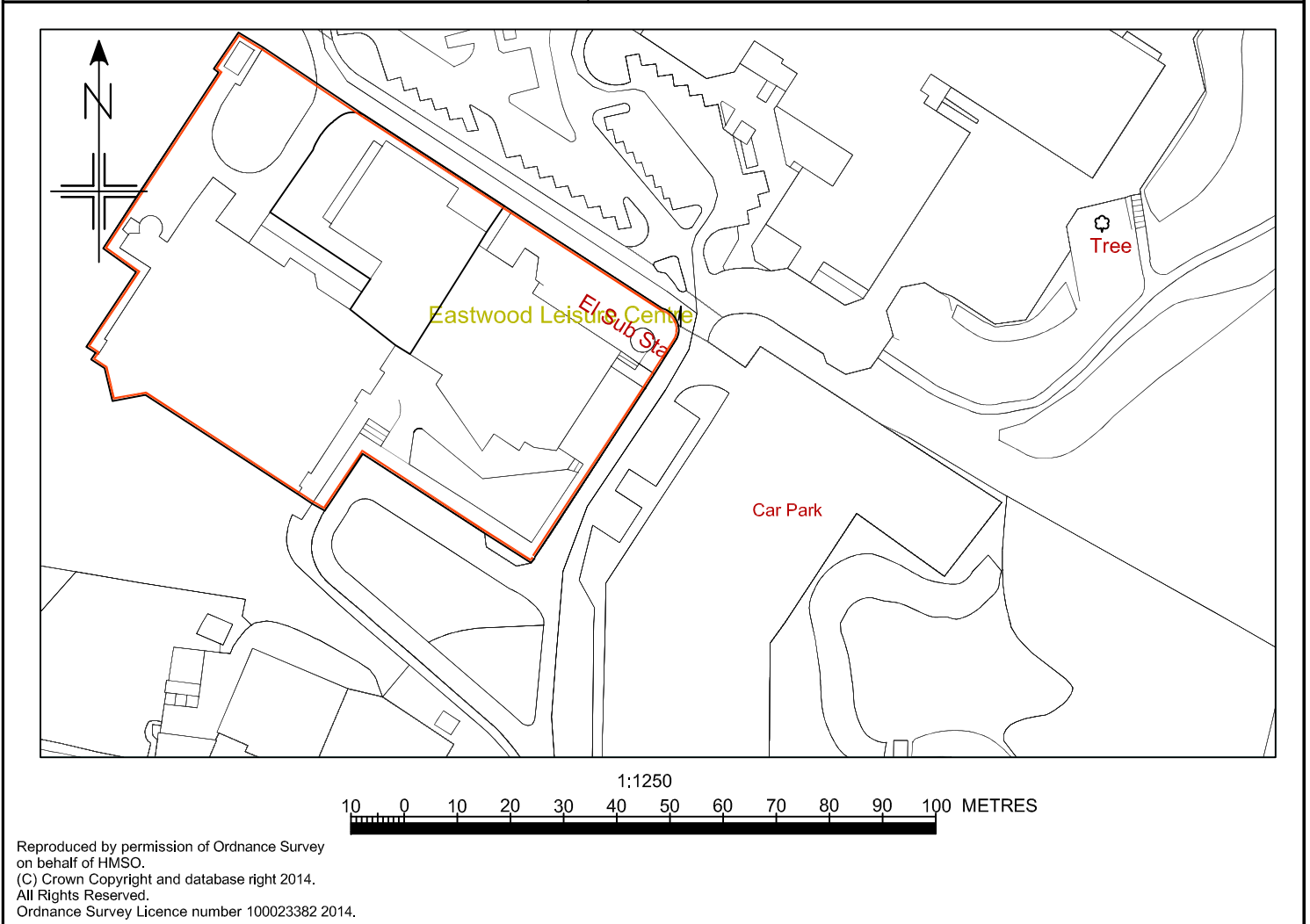
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	Drawn/Date	25/11/14	Checked	Issue Date
	Address Eastwood HS Sports facility		Purchaser(s)	


BOUNDARY INFORMATION			PLOT INFORMATION	
LINE & POINT	DISTANCE (m)	FEATURE		
				
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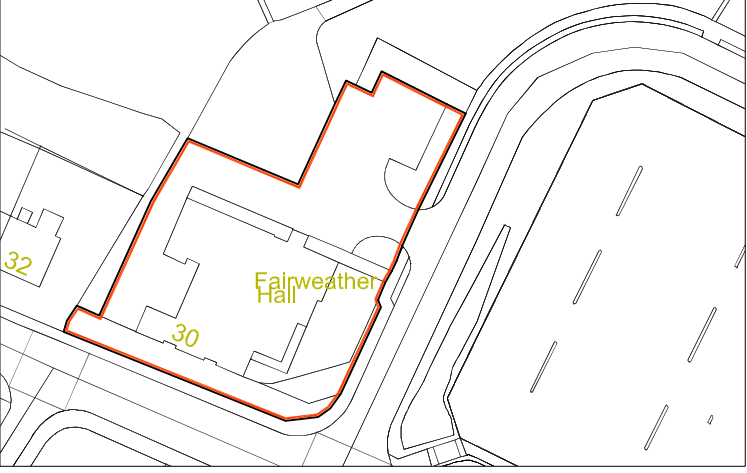


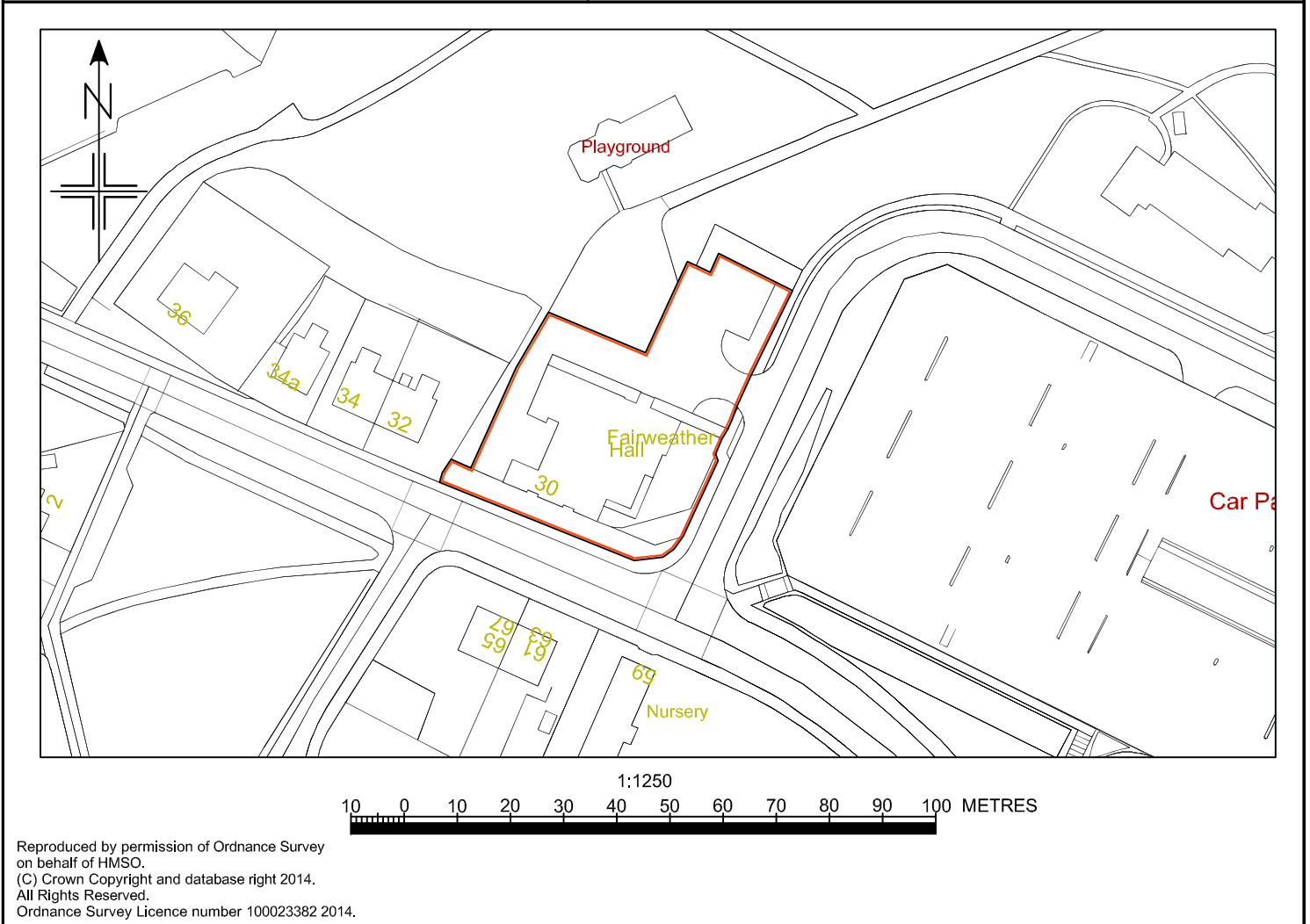
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	Drawn/Date	24/11/14	Checked	Issue Date
	Address Eastwood Park Leisure, Carmichael Hall, Theatre			Purchaser(s)


BOUNDARY INFORMATION			PLOT INFORMATION
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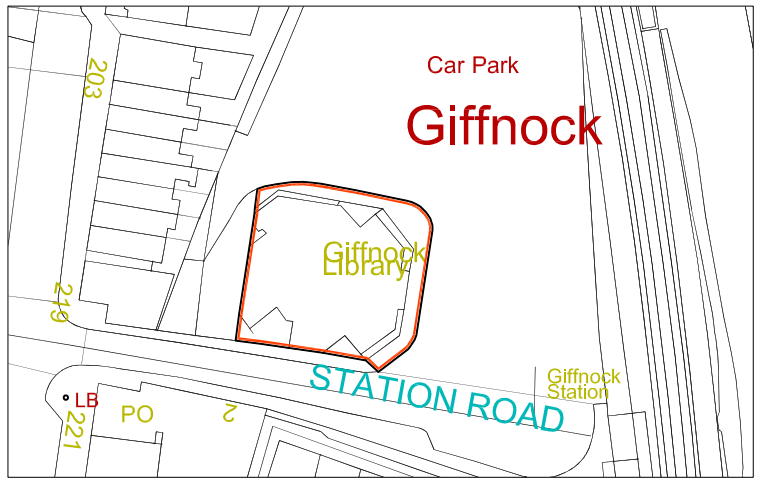


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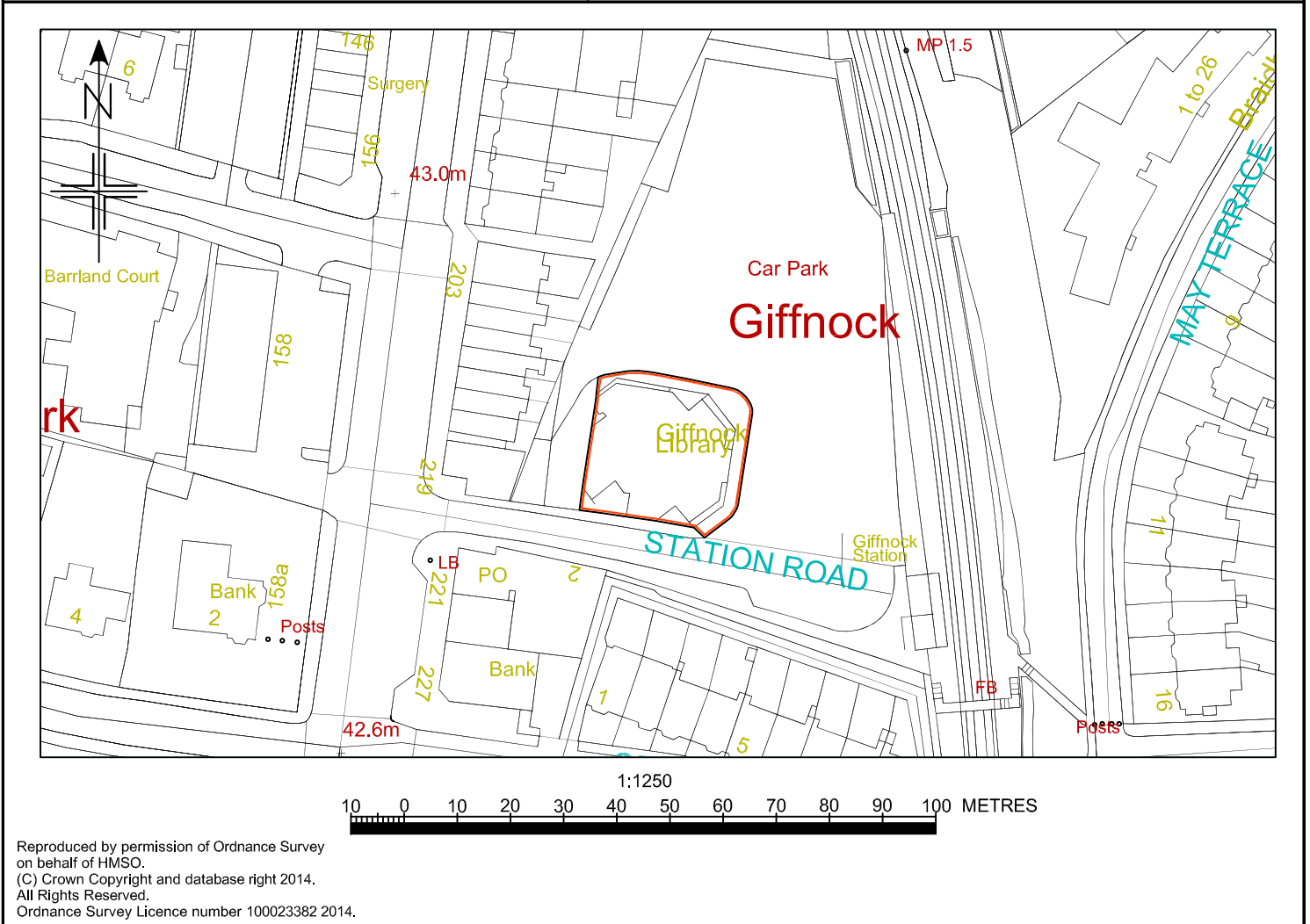
BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 1962 square metres or thereby 




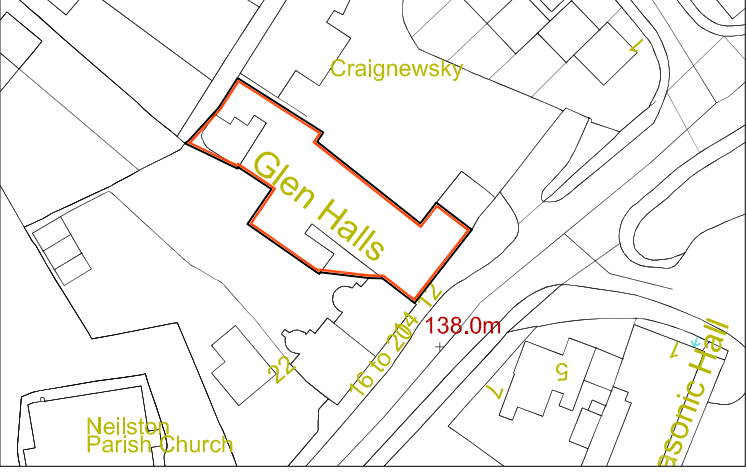
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5659SW	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	25/11/14	Checked	Issue Date
	Address Giffnock Library, Station Road			Purchaser(s)

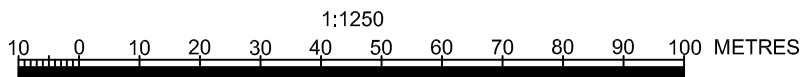
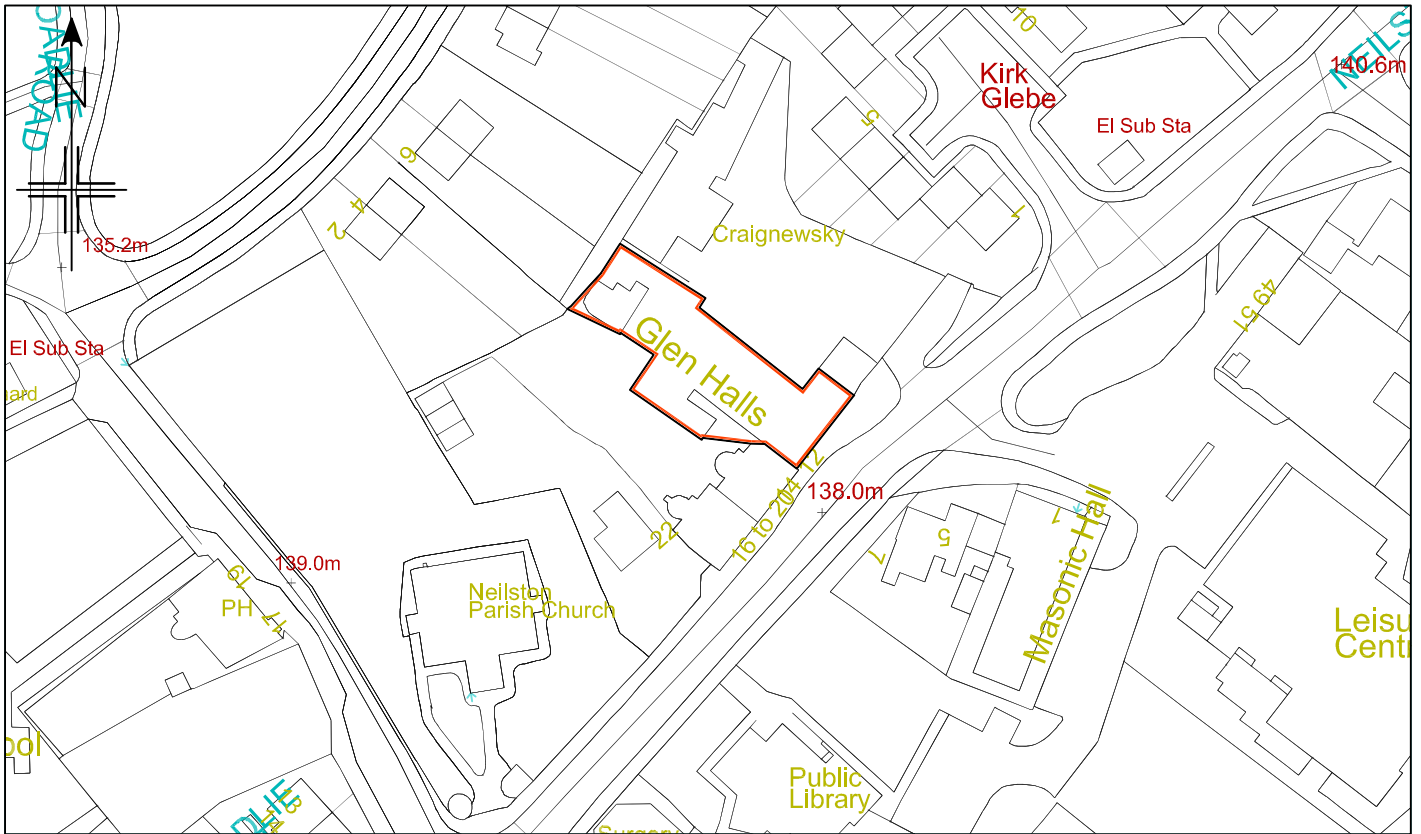
BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 790 square metres or thereby 


Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.

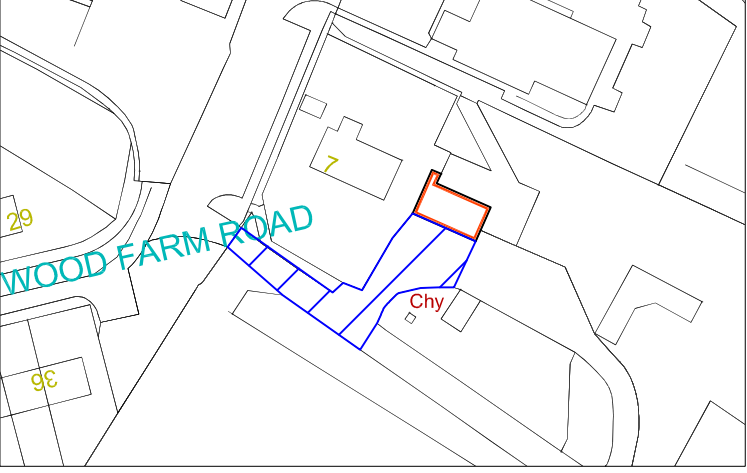


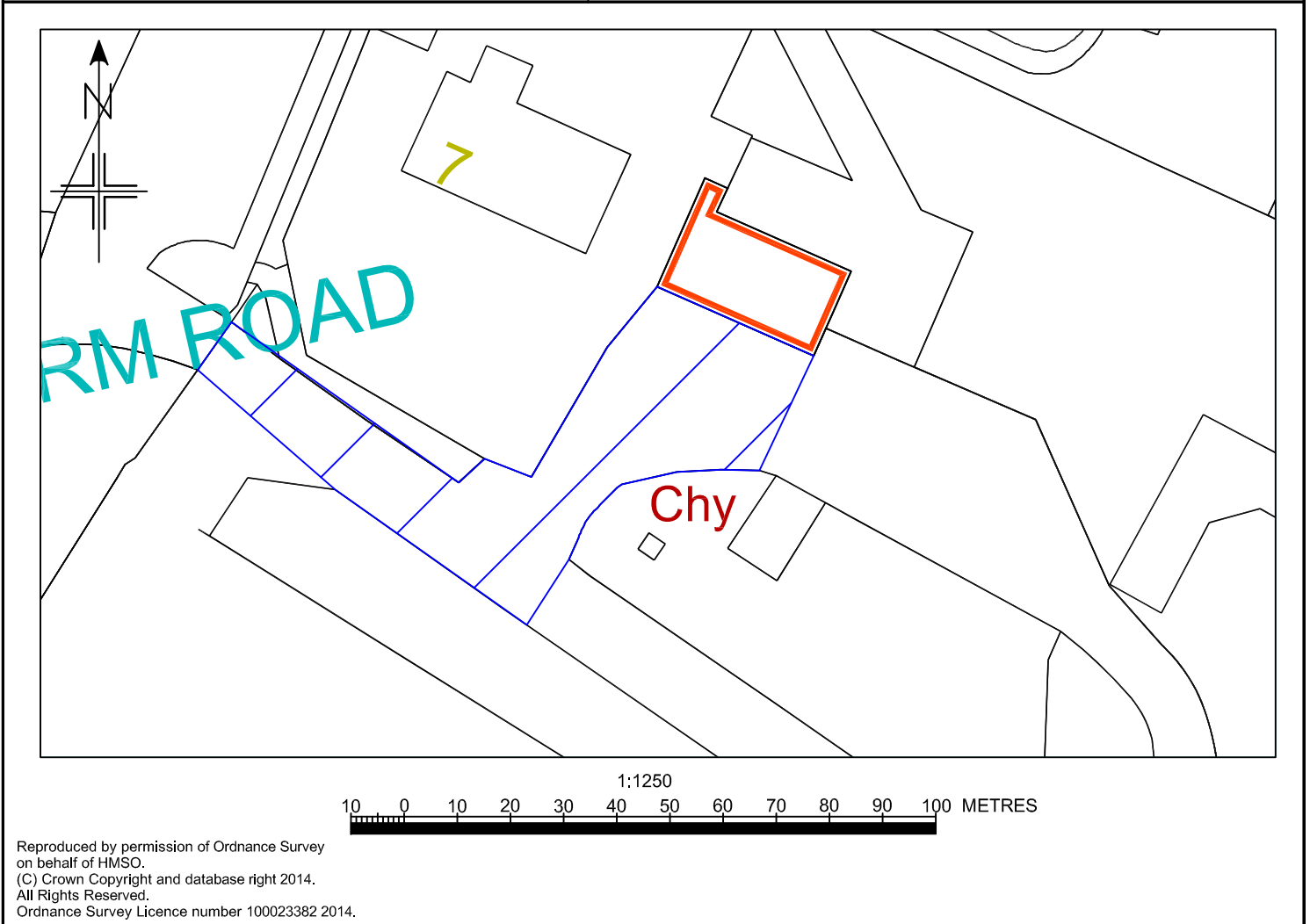
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS4857SW	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	24/11/14	Checked	Issue Date
	Address Glen Halls, Neilston		Purchaser(s)	


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 685 square metres or thereby 

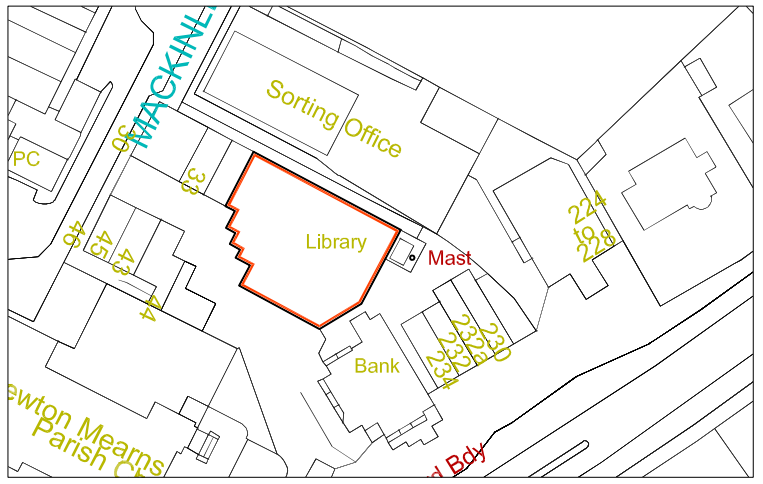


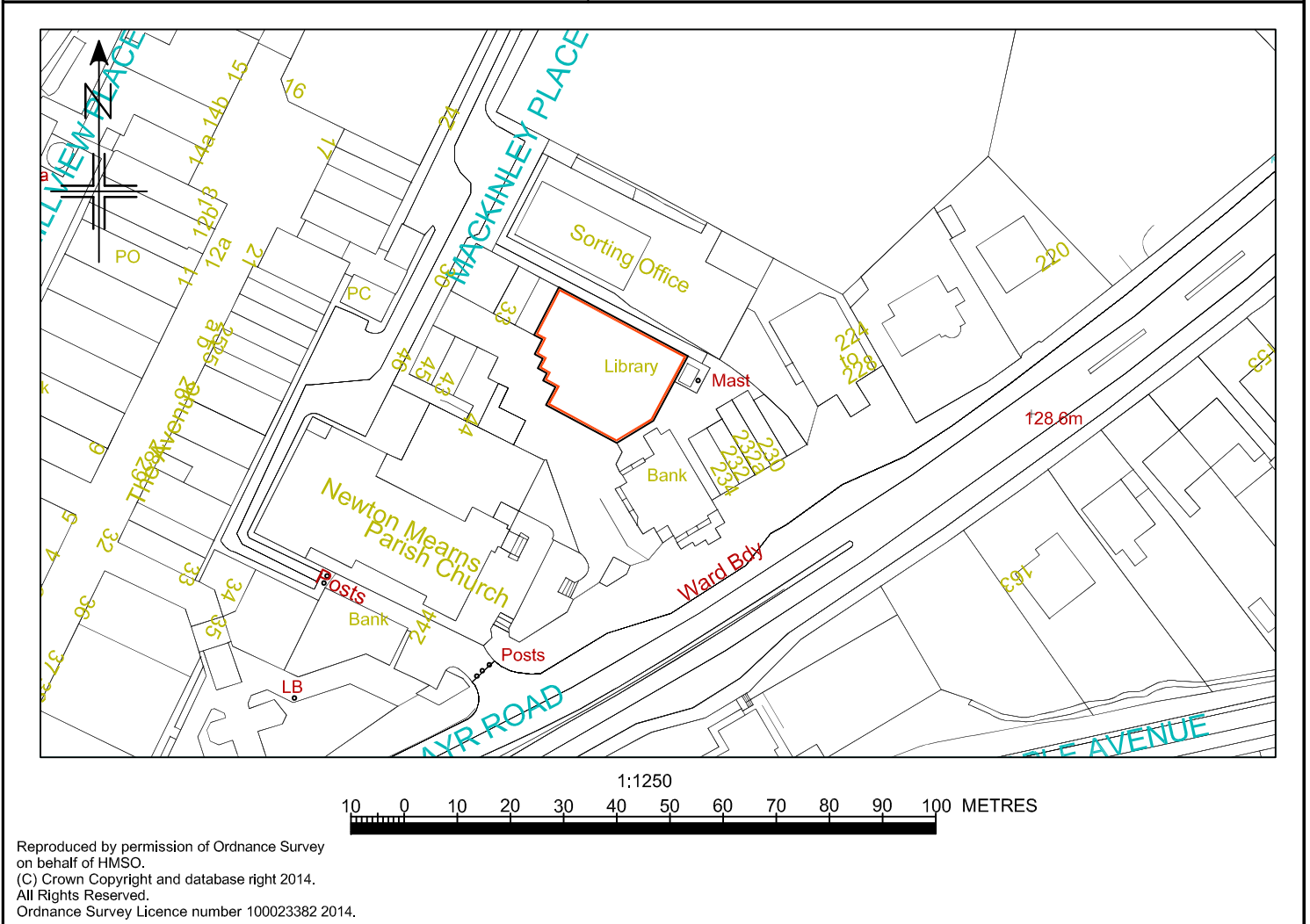
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5558NE	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	18/12/14	Checked	Issue Date
	Address Lodge 6 Eastwood Park			Purchaser(s)

BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 76 square metres or thereby 
			Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.




ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5355NE	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	12/11/14	Checked	Issue Date
	Address Mearns Library, MacKinlay Place			Purchaser(s)

BOUNDARY INFORMATION			PLOT INFORMATION	
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 501 square metres or thereby	
				
			Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.	



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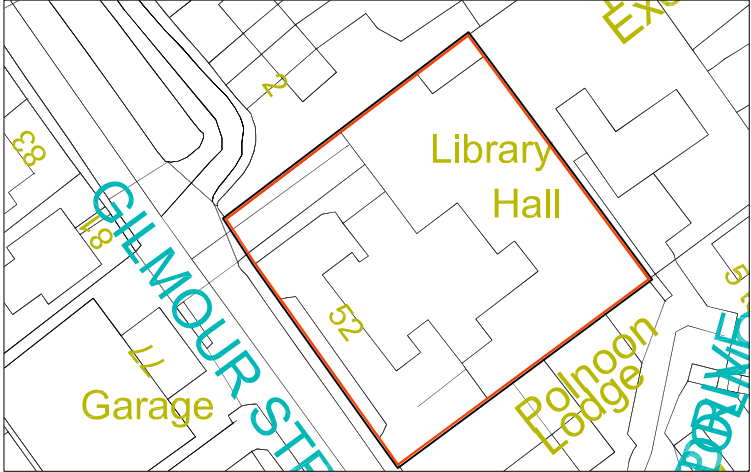
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	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	24/11/14	Checked	Issue Date
	Address Montgomerie Hall & Library		Purchaser(s)	

BOUNDARY INFORMATION

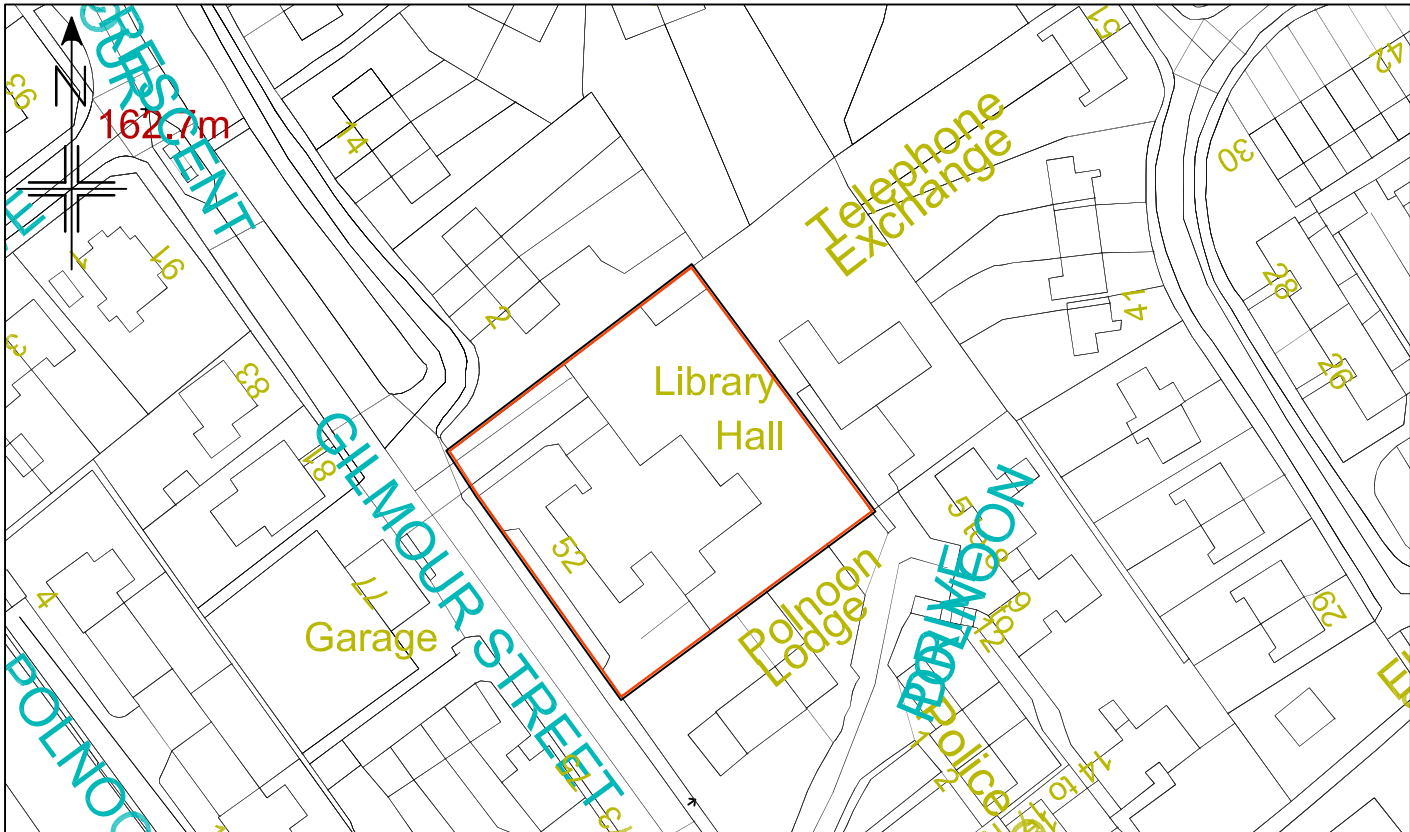
LINE & POINT	DISTANCE (m)	FEATURE

PLOT INFORMATION

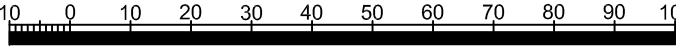
Contents within the boundaries coloured Red :
2622 square metres or thereby




Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.

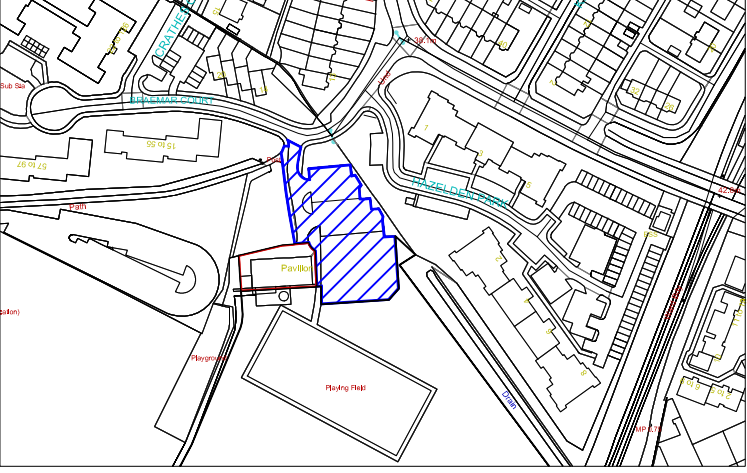


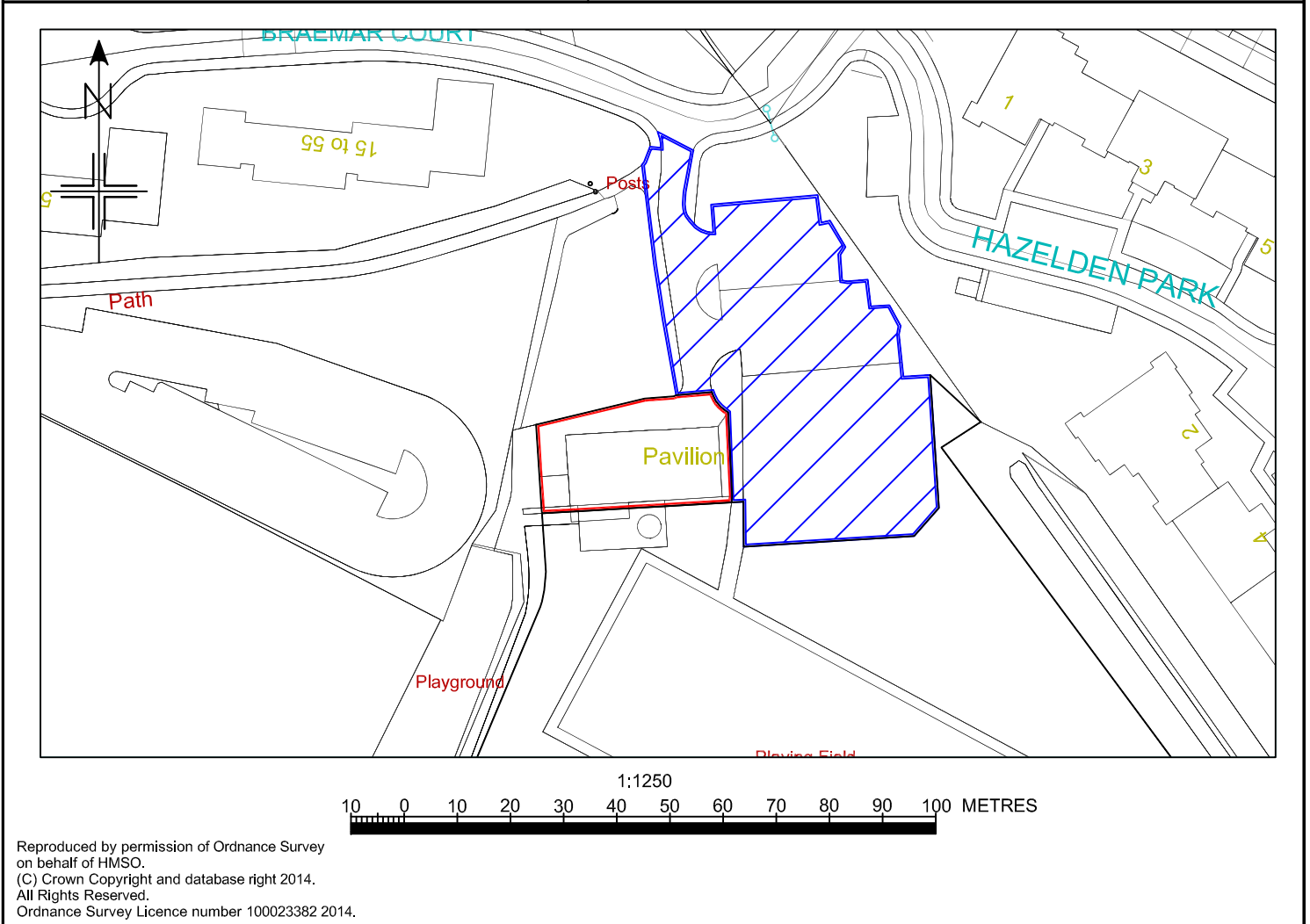
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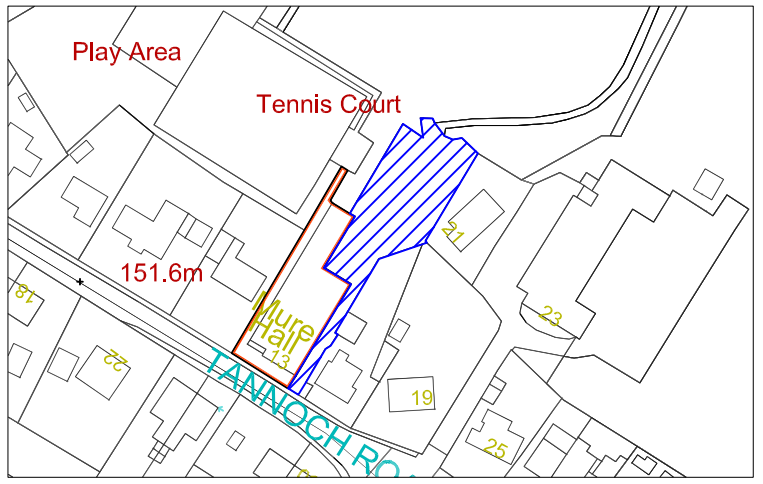
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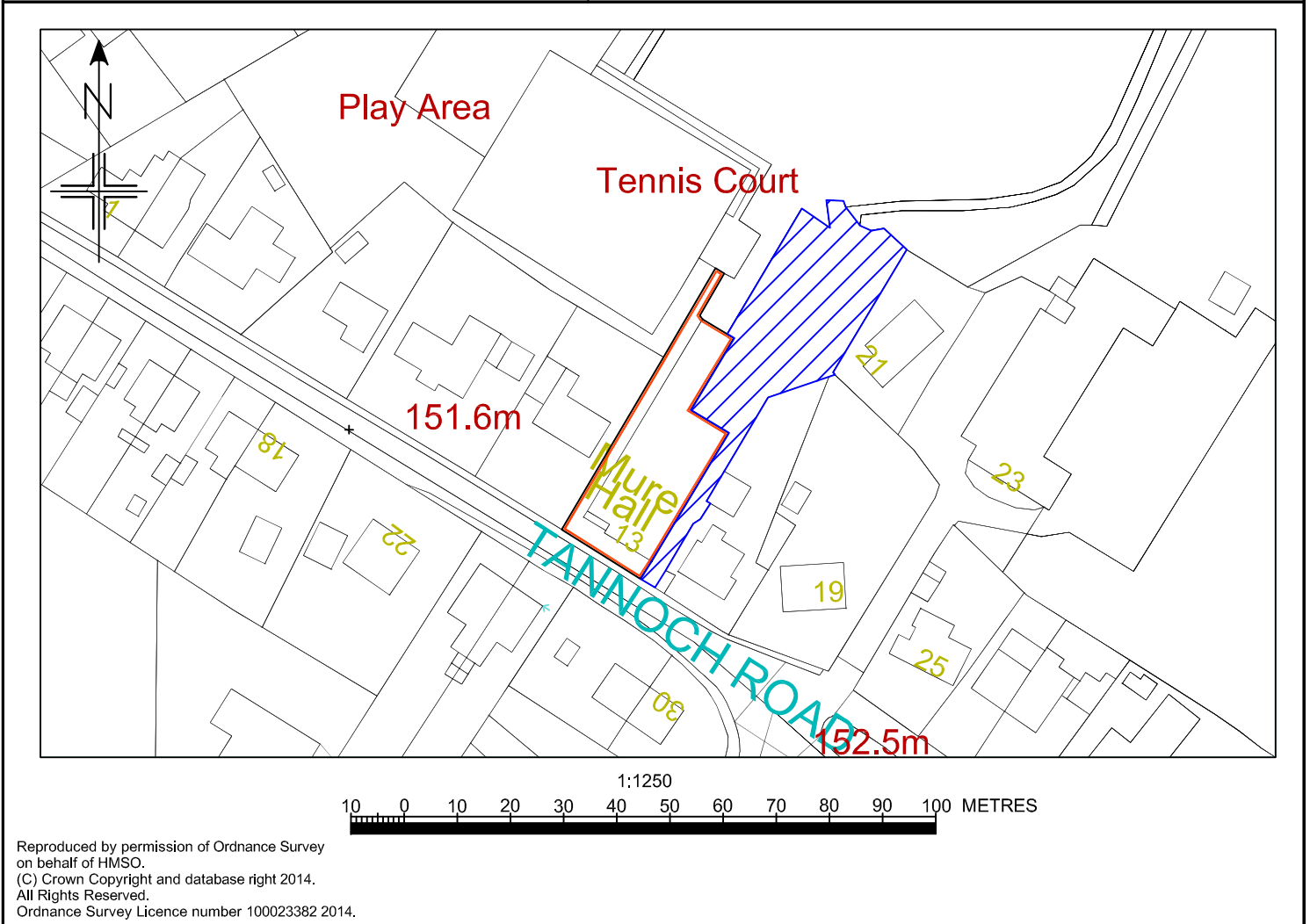
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5759NW	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	13/11/14	Checked	Issue Date
	Address Muirend Pavilion		Purchaser(s)	


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 697 square metres or thereby 

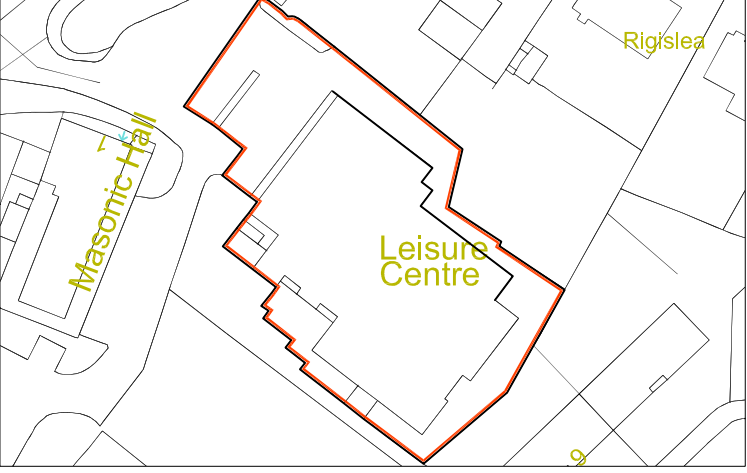


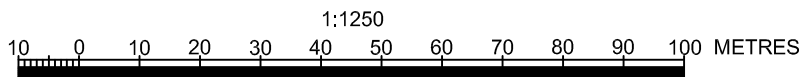
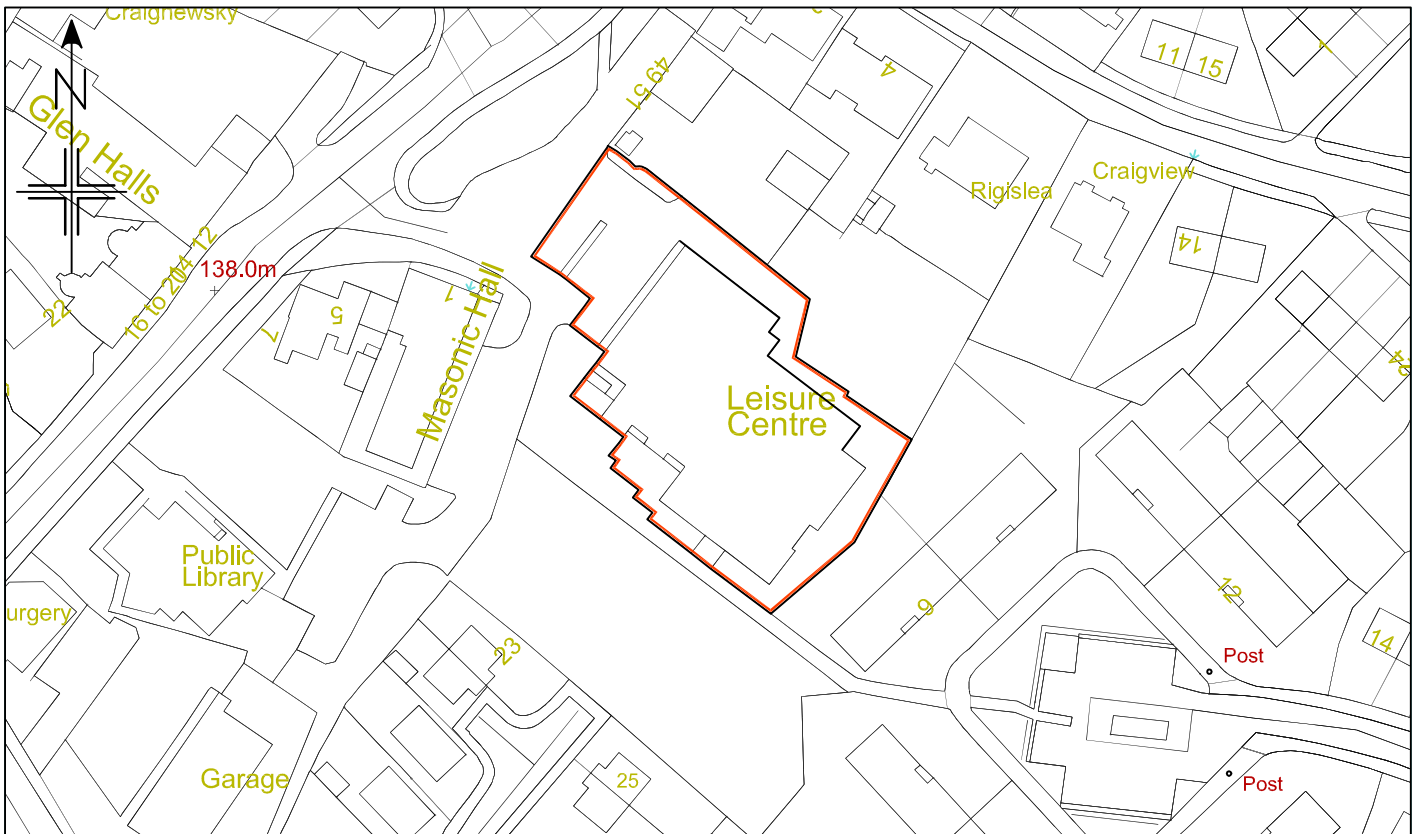
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS4355SE	Ward	File No.
	Title No.		Drg. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	14/11/14	Checked	Issue Date
	Address Mure Hall, Uplawmoor			Purchaser(s)


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	
			Contents within the boundaries coloured Red : 773 square metres or thereby 
			Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.

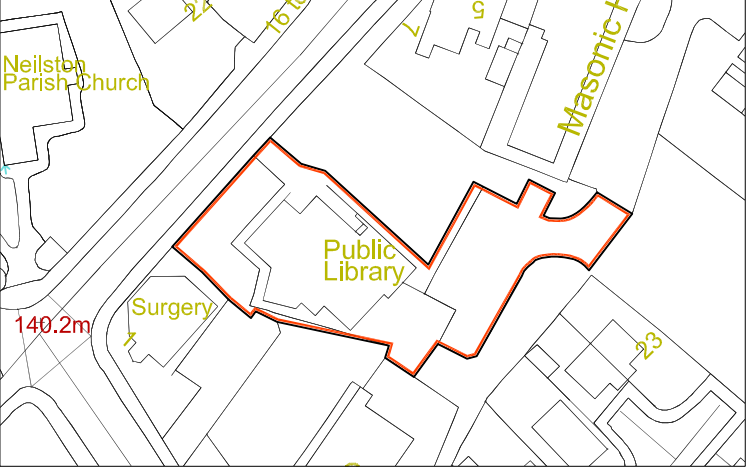


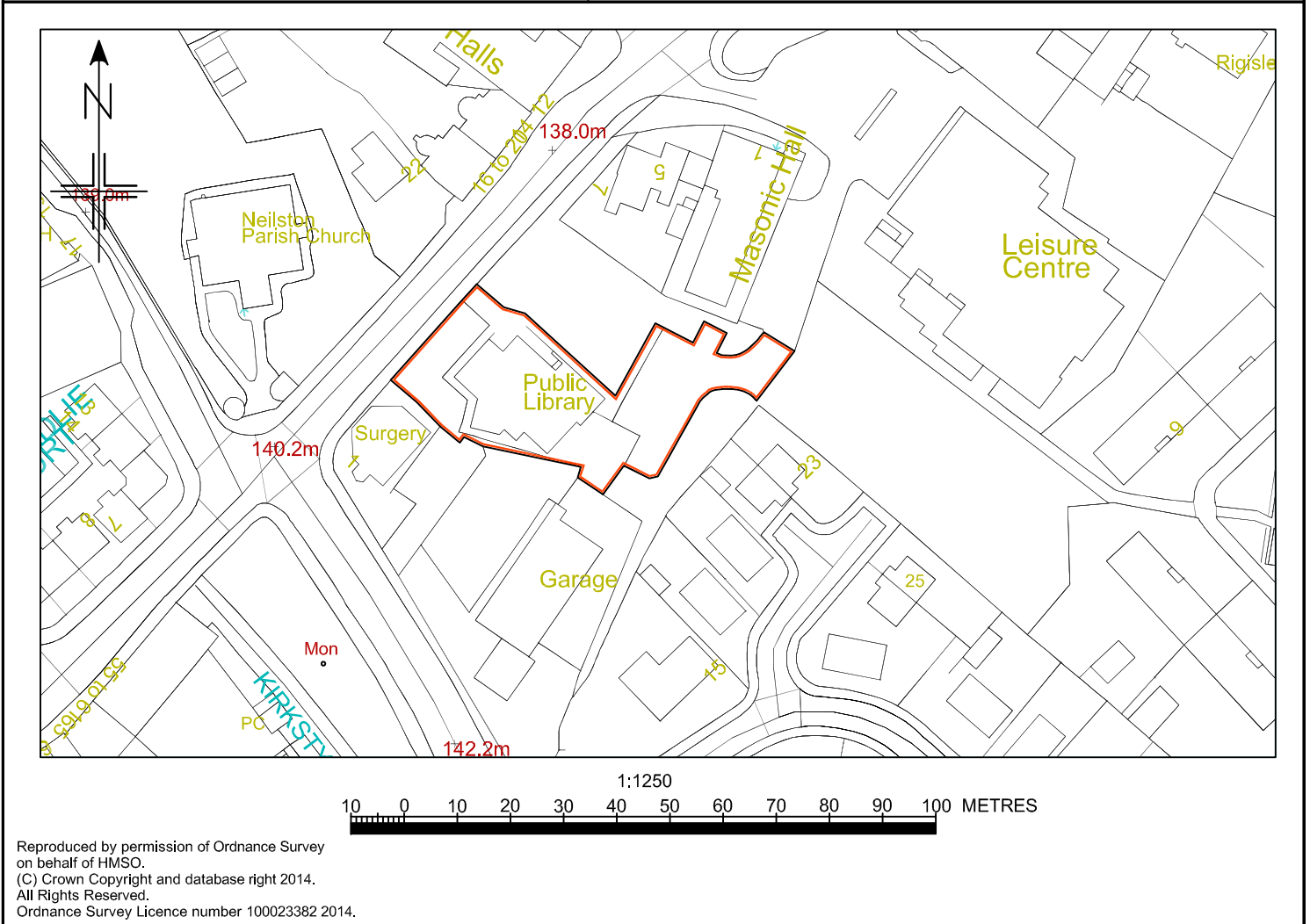
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS4857SW	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	13/11/14	Checked	Issue Date
	Address Neilston Leisure Centre			Purchaser(s)


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 2411 square metres or thereby 

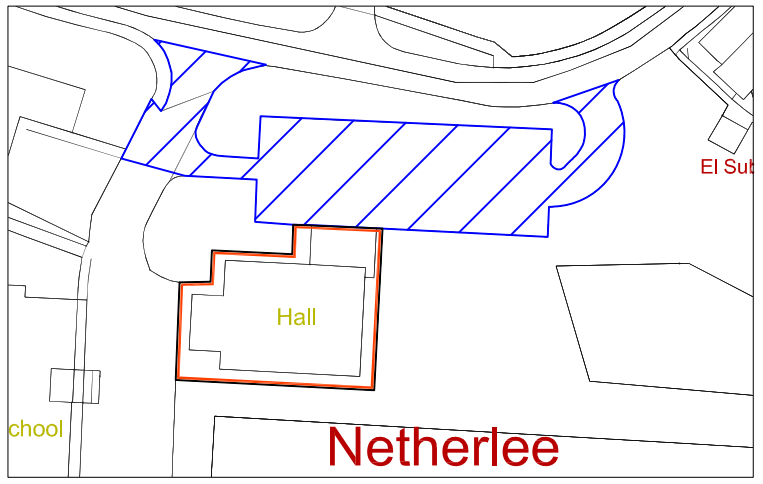


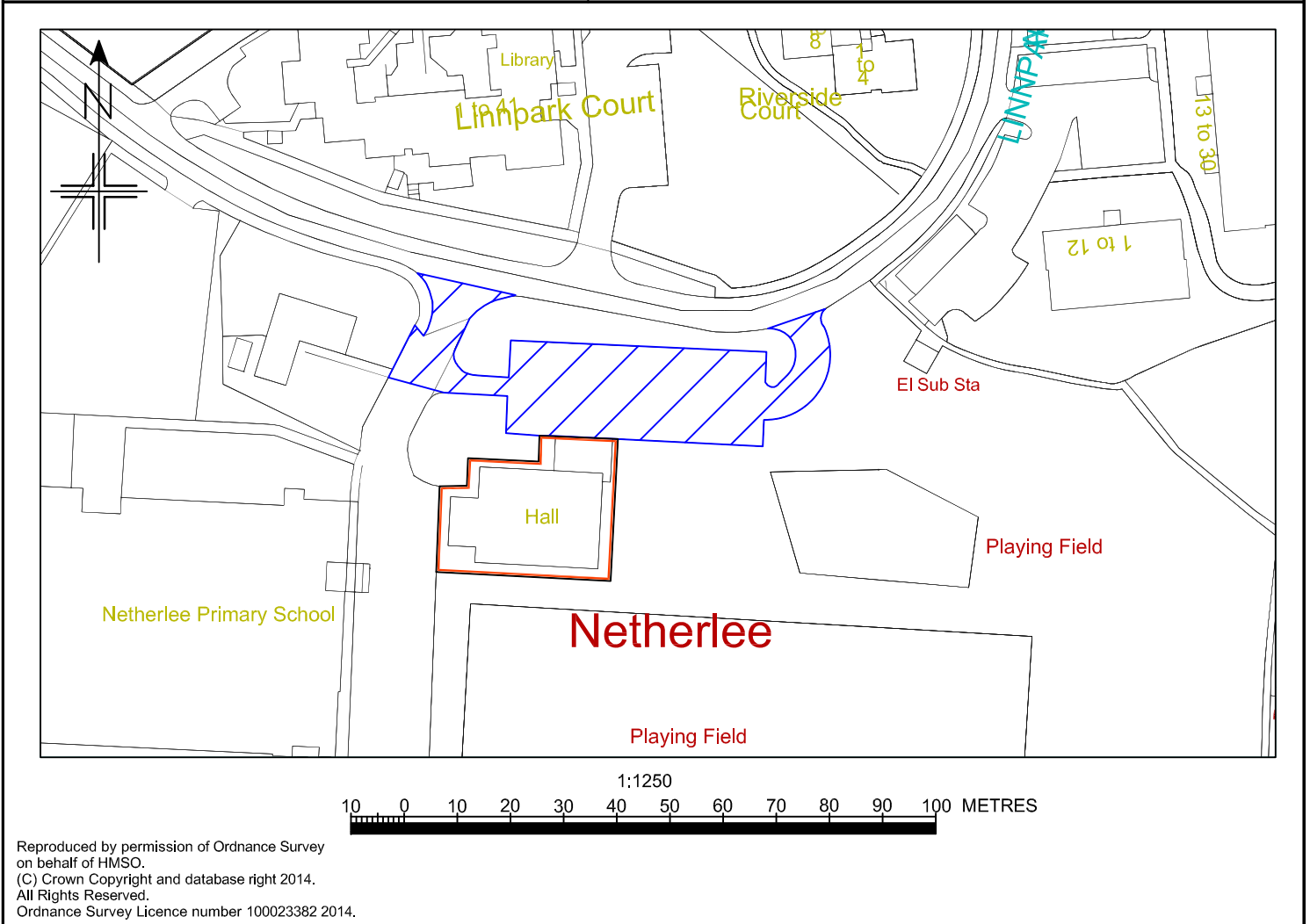
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER PROPERTY & TECHNICAL SERVICES 	O.S.Map	NS4857SW	Ward	File No.
	Title No.		Drg. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	13/11/14	Checked	Issue Date
	Address Neilston Library, Main St.			Purchaser(s)


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 1363 square metres or thereby 

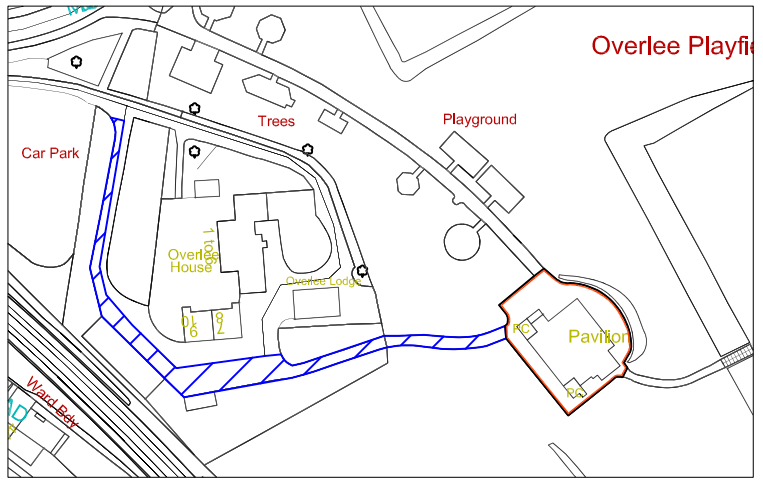


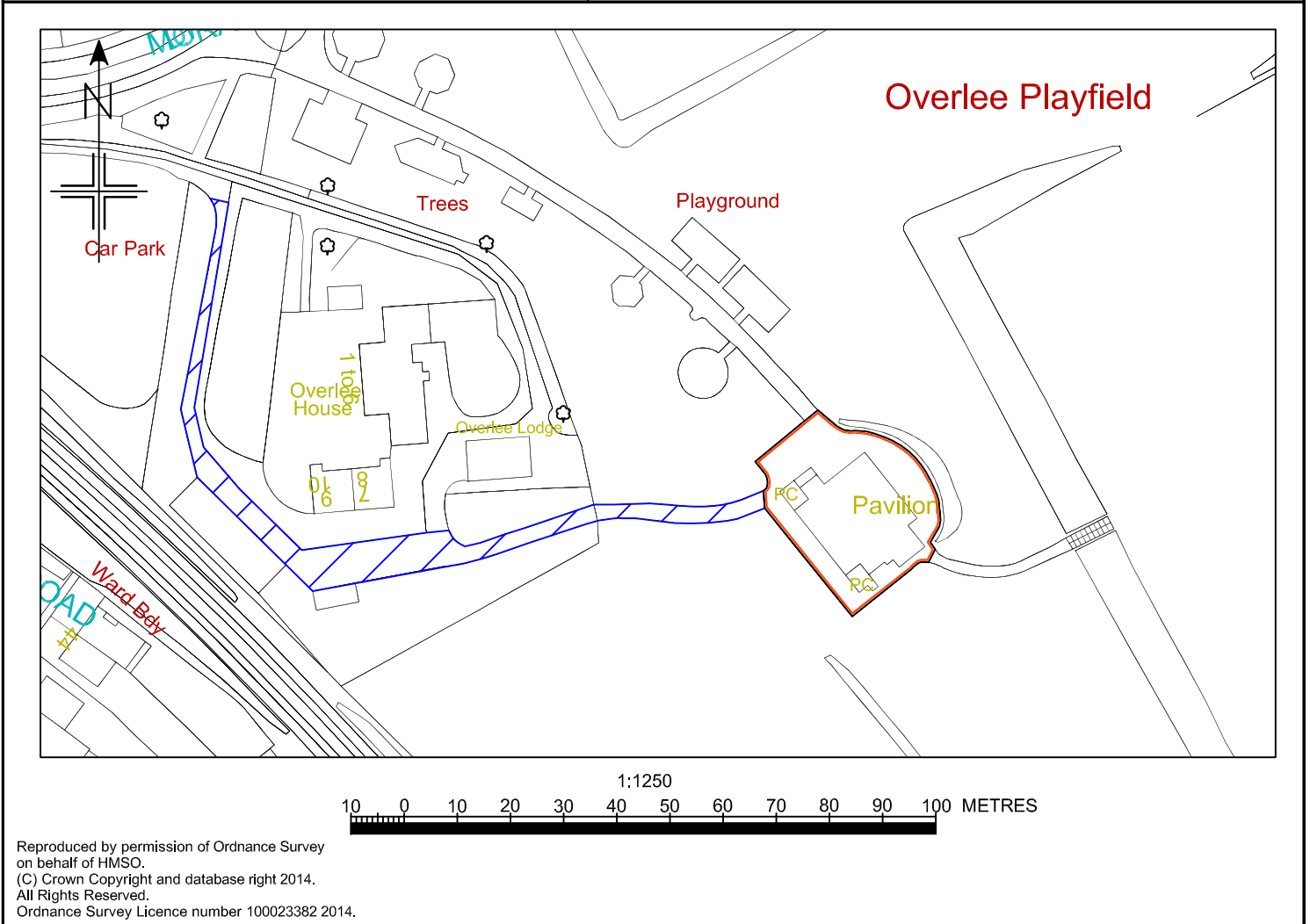
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5758NE	Ward	File No.
	Title No.		Drg. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	13/11/14	Checked	Issue Date
	Address		Purchaser(s)	
Netherlee Pavilion & Library				


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 762 square metres or thereby 

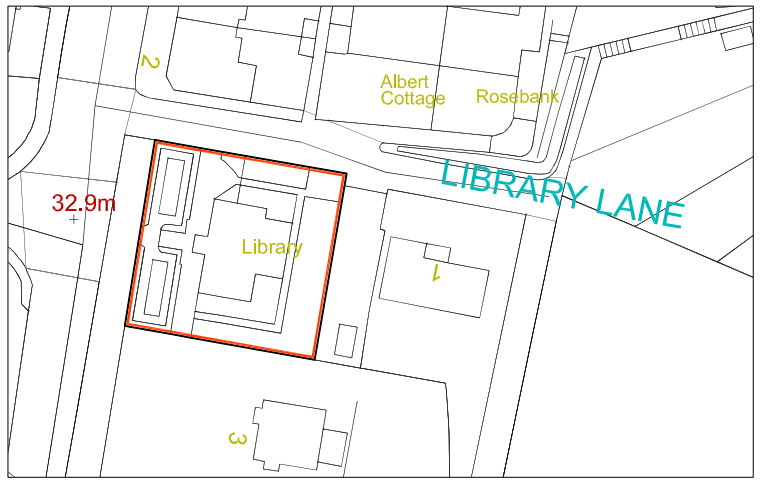


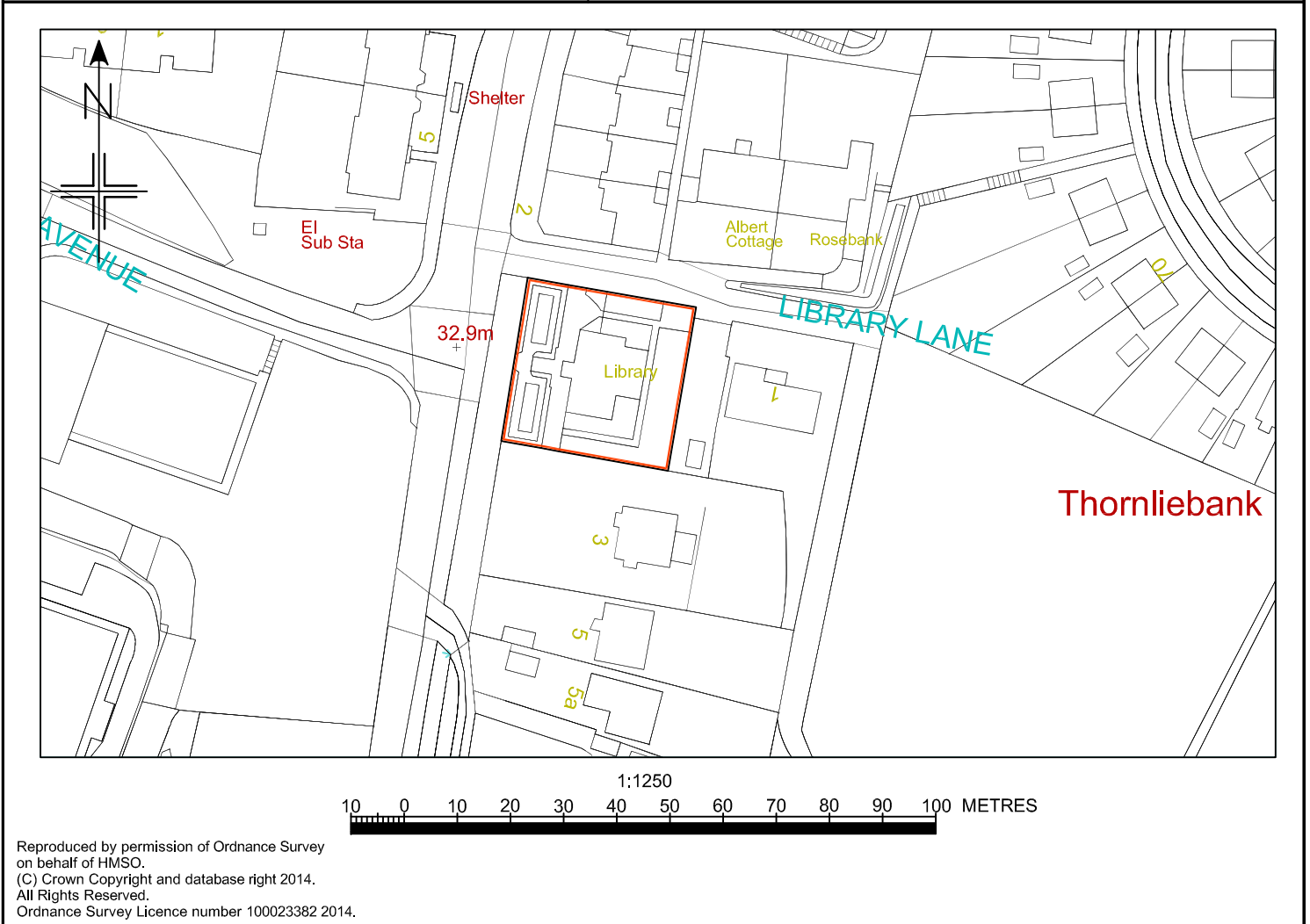
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5757SE	Ward	File No.
	Title No.		Drg. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	12/11/14	Checked	Issue Date
	Address Overlee Pavilion , Moray Drive			Purchaser(s)


BOUNDARY INFORMATION			PLOT INFORMATION	
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red :	
			824 square metres or thereby	
				
			Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.	

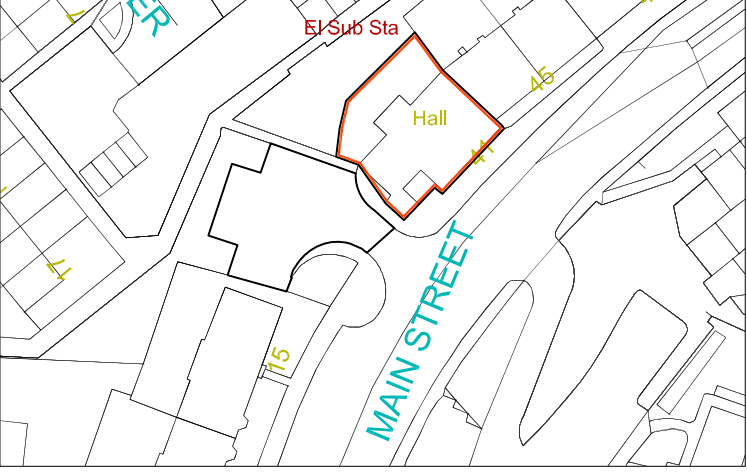


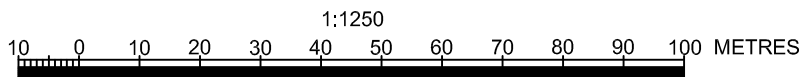
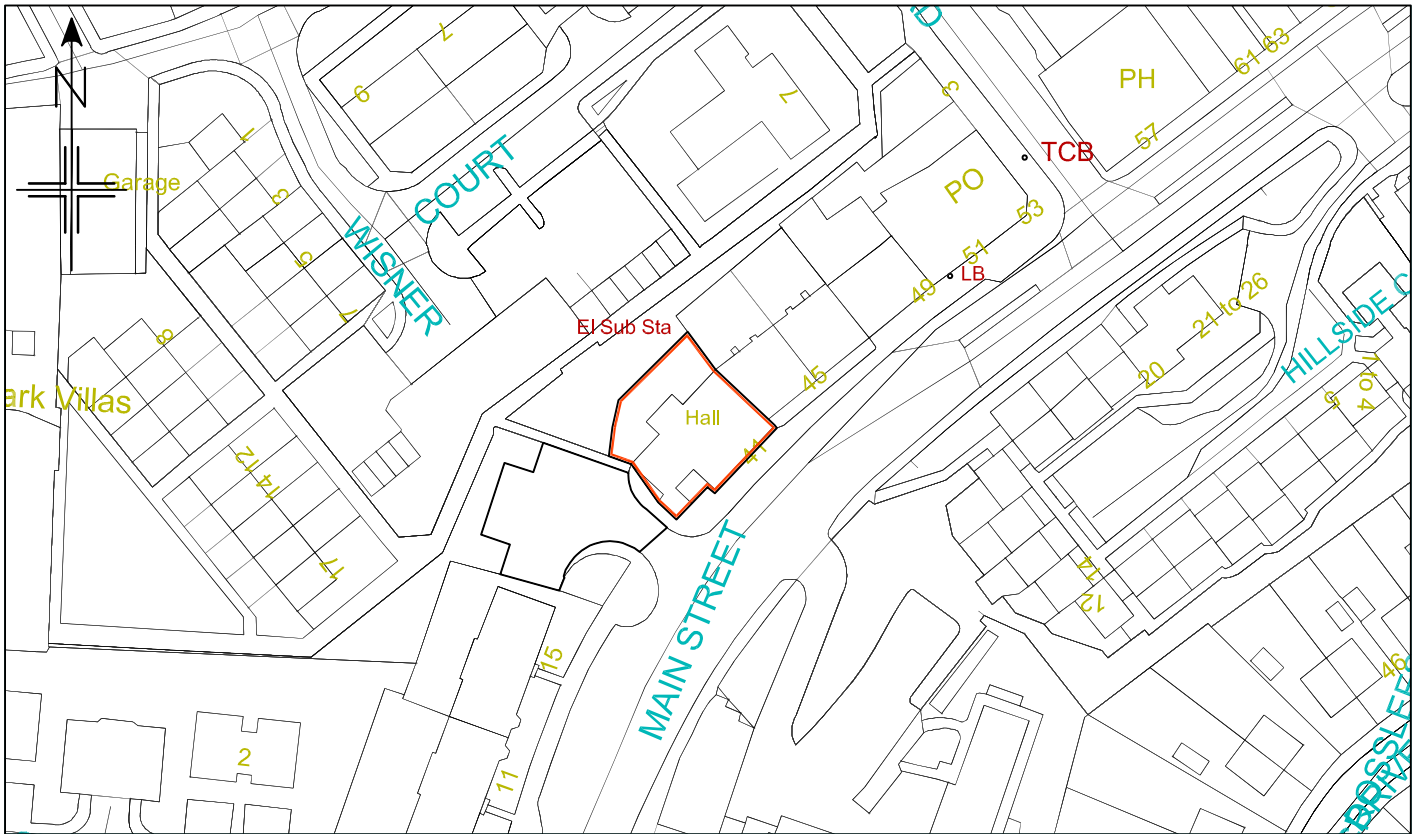
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	Title No.		Drq. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	24/11/14	Checked	Issue Date
	Address Thornliebank Library			Purchaser(s)


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 998 square metres or thereby 

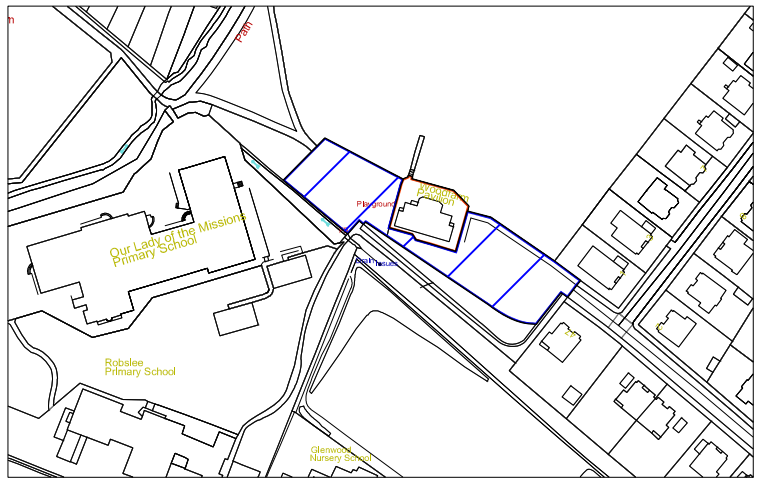


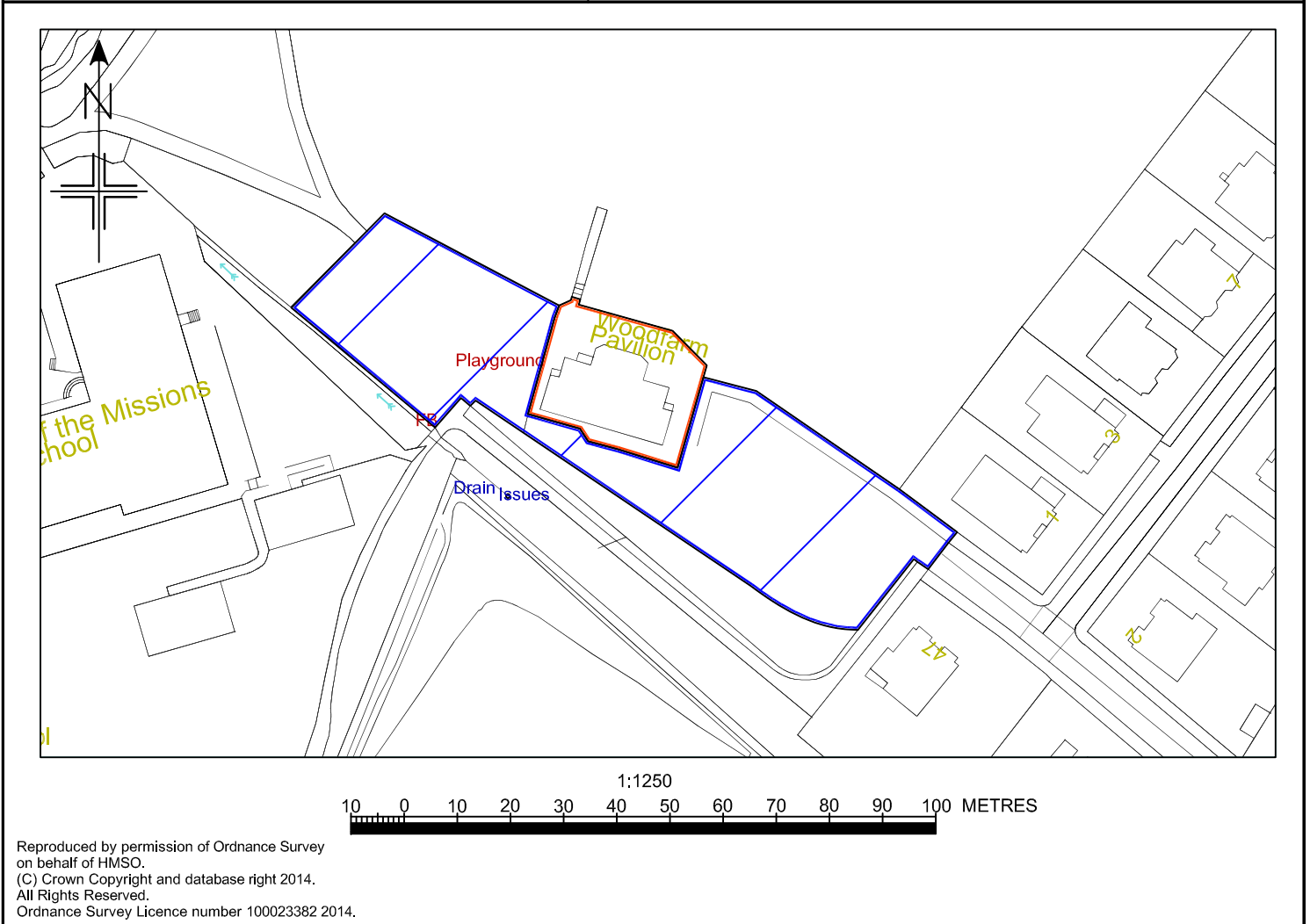
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5459SE	Ward	File No.
	Title No.		Drg. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	13/11/14	Checked	Issue Date
	Address Thorntree Hall, Thornliebank		Purchaser(s)	


BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 460 square metres or thereby 

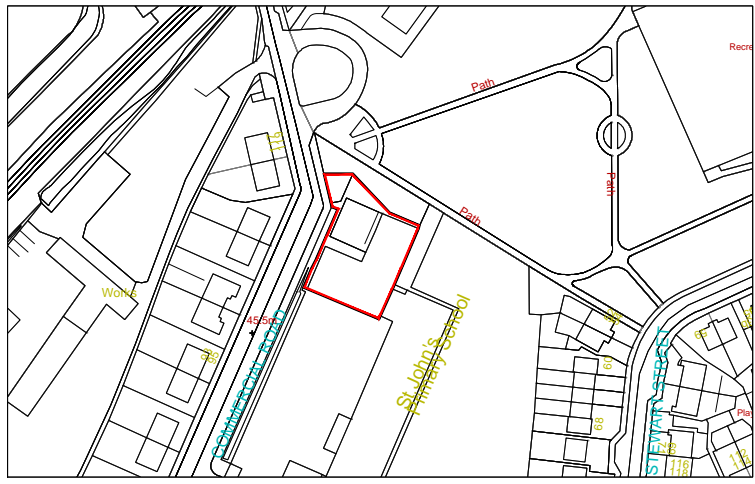


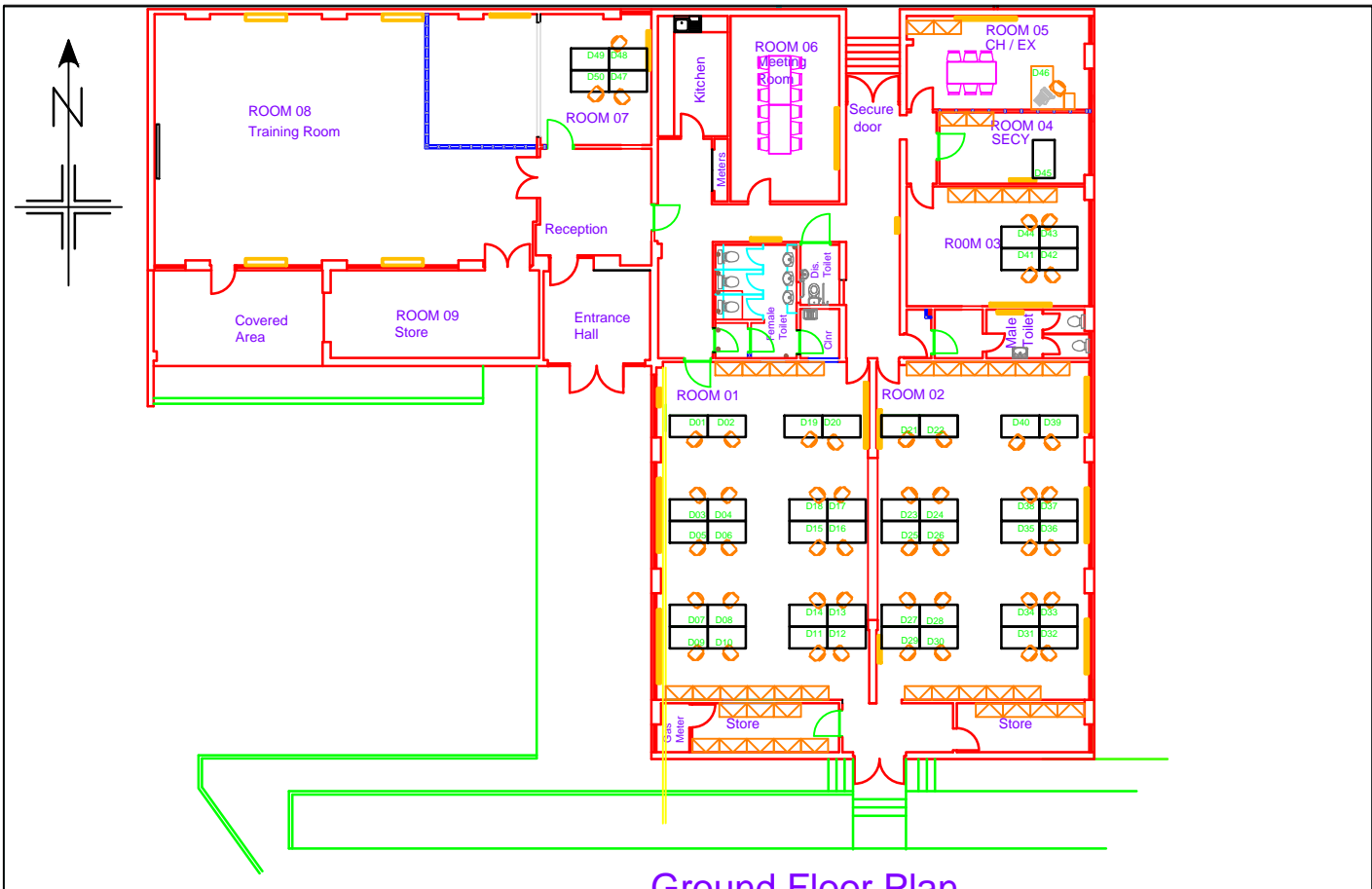
ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.J.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5558NE	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	13/11/14	Checked	Issue Date
	Address Woodfarm Pavilion, Berryhill Rd		Purchaser(s)	

BOUNDARY INFORMATION			PLOT INFORMATION
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 690 square metres or thereby 
			Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.



ENVIRONMENT DEPARTMENT R. O'KANE R.I.B.A., R.I.A.S. PROPERTY & TECHNICAL SERVICES MANAGER 	O.S.Map	NS5059NW	Ward	File No.
	Title No.		Drng. No.	Revision 1
	Drawn by	DS	Job Code	Survey Date
	Drawn/Date	15/02/15	Checked	Issue Date
	Address Leisure Trust, Commercial Road, Barrhead			Purchaser(s)

BOUNDARY INFORMATION			PLOT INFORMATION	
LINE & POINT	DISTANCE (m)	FEATURE	Contents within the boundaries coloured Red : 1180 square metres or thereby	
				
			Boundaries A-B, C-D etc. do not accord with the current published edition of the Ordnance Survey Digital Mapping and have been established by means of a site survey.	



Ground Floor Plan

1:100



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APPENDIX 1 TO SCHEDULE 3

Schedules of Permitted Use

Facility	Permitted Use
Albertslund Community Centre	Community Hall
Arthurlie House	Community Hall
Barrhead Foundry	Community Sport, Leisure and Employability Hub
Busby Library Duff Memorial Hall	Library and Community facility
Clarkston Hall	Community Hall
Clarkston Library	Library and Community facility
Crookfur Pavilion	Community Hall and sports changing facility
Dalmeny Community Centre	Community Hall
Dunterlie Community Centre	Community Hall & sports changing facilities
Eaglesham Library	Community Hall & library
Eastwood High Sports Centre	Community Sport and Leisure facility
Eastwood House	Community Hall
Eastwood Park Culture and Leisure	Community Theatre, Gallery and Art Development venue and community hall
Fairweather Hall	Community Hall
Giffnock Library	Library and Community facility
Glen Halls	Community Hall
Lodge 6 Eastwood Park	Storage facility
Mearns Community Library	Library and Community facility

Montgomerie Hall	Community Hall
Muirend Pavilion	Community Hall and sports changing facility
Mure Hall	Community Hall, library and sports changing facilities
Neilston Leisure Centre	Community Sport and Leisure facility
Neilston Library	Library and Community facility
Netherlee Pavilion	Community Hall, library and sports changing facilities
Overlee Pavilion	Community Hall and sports changing facility
St Johns Annex ground floor	Administrative headquarters
Thornliebank Library	Library and Community facility
Thorntree Hall	Community Hall
Woodfarm Pavilion	Community Hall and sports changing facility

All as more specifically set out in the plans attached to the Licence

Together with in each case the pertinents thereof and the heritable fixtures and fittings from time to time therein and thereon.

APPENDIX 2 TO SCHEDULE 3**Response Times**

Response Times:

Priority 1: 2 hour maximum response for emergency or health & safety (life threatening) situations Health & Safety issues that will cause harm if not dealt with immediately e.g. water on electrics, gas escapes – Heating boiler breakdown. This does not guarantee repair in that time, but make safe. Subsequent replacement parts will take longer.

Priority 2: 24 hour maximum response for urgent but non emergency work as above - security issues, e.g. broken windows, door locks, plumbing problems, e.g. broken WC, blocked drains, catering equipment, faults on electrics (unless dangerous - see above)

Priority 3: 7 days for all other non urgent or emergency works, e.g. re-glaze windows where boarded up temporarily, repairs to boilers and equipment where parts have to be ordered, internal doors and locks broken.

Priority 4: 28 days for all planned or programmed works.

If a Priority 1 or 2 cannot be solved on the same day the problem will be made safe and a further order will be issued by PATS under the appropriate category. The category allocated will depend on what work is involved and the lead in time for ordering the necessary materials/equipment required.

PATS shall inform the Company of the priority allocated to each incident/item of works.

APPENDIX 2 TO SCHEDULE 3

Additional Works Form

1: Name of Property

.....

2: Location of works

.....

3: Description of works

.....

4: Budget estimate for works

£.....

5: Potential cost if not carried out (loss of earnings/reputation/repeat failure)

£.....

Date works requested by the Company

.....

Approved by [Culture and Leisure Trust Manager]

.....

Date passed to the Council (PATS)

.....

SCHEDULE PART 4**ASSET LICENCE AND LICENSED ASSETS****1 Licence**

1.1 The Council hereby grants to the Company an exclusive licence to use the Licensed Assets on the terms set out in this Licence from the Transfer Date.

2 Term

2.1 This Licence shall continue in full force and effect until the Expiry Date (the "Term") but shall terminate automatically on the Expiry Date.

2.2 No consideration shall be paid in respect of this Licence.

3 Maintenance

3.1 Throughout the Term, the Company undertakes to keep and maintain the Licensed Assets in the same state of repair and condition as they were in on the Transfer Date (fair wear and tear and consumption excepted) and shall where required, without prejudice to the foregoing generality, arrange for the Licensed Assets to be maintained and regularly serviced in accordance with the requirements of applicable law from time to time and, subject to those requirements, to a similar standard as has been undertaken by the Council prior to the Transfer Date.

3.2 If at any time during the Term the Licensed Assets require to be repaired or replaced, or the Company wishes to sell any of the Licensed Assets then the Company may repair, replace, sell or purchase them provided that:

3.2.1 if the Licensed Asset is to be sold, then the sale process is to be managed in accordance with Clause 3.3 and the sale proceeds are dealt with in accordance with paragraph 3.4;

3.2.2 in exercising a right in accordance with this paragraph 3.2 the Company does so in accordance with the provisions of, and subject to the other restrictions contained in this Agreement;

3.3 If applicable, the Company shall notify the Council of the Company's intention to sell a Licensed Asset, further to which the Council shall notify the Company within a reasonable period confirming that:

3.3.1 the Council shall use reasonable endeavours to sell the relevant Licensed Asset; or

3.3.2 that the Council gives authority for the Company to sell the relevant Licensed Asset as agent for the Council,

further to which the seller, whether the Council or the Company as agent, shall conduct a sale process designed to achieve the best price (net of transaction costs) reasonably obtainable.

3.4 Irrespective of whether the sale is undertaken by the Council or by the Company as agent for the Council, any proceeds from the sale of a Transfer Date Licensed Asset and/or a New Licensed Asset will be for the account of the Council. The Company may dispose of a Licensed Asset other than by sale in accordance with paragraph 3.3, provided that:

3.4.1 the market value of the relevant Licensed Asset (or collection of assets to be disposed of at the same time) is less than £1,000 (index linked); or

3.4.2 the Company has first given the Council the right to take possession of the Licensed Asset (in which case the licence shall come to an end at that point) and the Council has notified the Company that it does not want to take possession (or fails to take possession within a reasonable time).

3.5 At the termination of this Licence all Licensed Assets shall be returned to the Council (or its nominee in a satisfactory state of repair and condition (fair wear and tear and consumption excepted) and for the purposes of this Clause the Licensed Assets will be deemed to be in a satisfactory state of repair and condition (fair wear and tear and consumption excepted) if they would be considered by a reasonable and reputable operator of an undertaking which is the same as or similar to that being operated by the Company to be fit for use in compliance with all relevant legislation for the purpose for which they are intended to be used in that undertaking. In the event that any of the Licensed Assets returned pursuant to this Clause are not of a satisfactory state of repair and condition (fair wear and tear and consumption excepted) within the meaning of this Clause, then the Company shall be liable for putting those Licensed Assets into that condition.

4 **Insurance**

4.1 Throughout the Term the Company undertakes to keep the Licensed Assets insured for their full realisable value with a reputable insurer and shall, when required to do so by the Council, exhibit copies of valid insurance policies as evidence of them complying with their obligation hereunder.

5 **Termination**

5.1 In addition to any other rights or remedies it may have, the Council shall have the right to terminate this Licence immediately at any time during the Term by serving written notice to the Company if the Company commits a material breach of any of its obligations contained in this Licence and (if capable of remedy) fails to remedy that breach within thirty (30) days of the Company's receipt of a written notice from the Council specifying the breach, and asking the Company to remedy it.

5.2 Termination or expiry of the this Licence shall be without prejudice to any rights, remedies or obligations accrued under it or otherwise under this Agreement prior to termination or expiry and nothing in this Licence shall prejudice the right of either party to recover any amount outstanding at the time of such termination or expiry.

6 **Assignment**

6.1 The terms of this Licence are personal to the Company. The Company shall not be entitled to assign or transfer its rights and/or obligations under this Licence or share use of the Licenced Assets without the prior written consent of the Council.

APPENDIX 1 TO SCHEDULE PART 4

LICENSED ASSETS

[DN: THIS IS A LARGE DOCUMENT AVAILABLE FOR INSPECTION IN THE MEMBERS' LOUNGE]

Click [HERE](#) for document

SCHEDULE PART 5

EXISTING CONTRACTS

CONTRACT / SERVICE PROVIDED	SUPPLIER
LIBRARY BOOKS - LIBRARY BOOKS & TEXTBOOKS 0513	BERTRAMS
DVDS FOR LIBRARIES	STORM
F 12 515 - RFID SYSTEM, SELF ISSUE, SECURITY IN CLARKSTON LIBRARY	3M
F 10 329 - PROVISION OF A BOX OFFICE BOOKING SYSTEM	SPEKTRIX LTD
F 10 329 - BOX OFFICE PAYMENT PROVIDER	YES PAY
B&W PRINTERS IN THE LIBRARIES	KONICA MINOLTA
PC BOOKINGS IN LIBRARIES, WIFI IN EPT	INSIGHT MEDIA
WIFI IN LIBRARIES, PUBLIC ACCESS NETWORK IN 8 LIBRARIES	VIRGIN MEDIA
SPORTS BOOKING SYSTEM	GLADSTONE
LIBRARY MANAGEMENT SYSTEM	CAPITA
SUPPORT & MAINTENANCE FOR THE LIBRARY SELF-SERVICE KIOSKS AT THE FOUNDRY	BIBLIOTHECA
QQ 15 16 006 EAST RENFREWSHIRE CULTURE & LEISURE – LEGAL SERVICES	SHEPPARD AND WEBBERBURN
COMMUNITY LETTING OUTWITH CORETIMES	BAM FM/ BELLROCK
BOOKBUG RESOURCES, SUPPORT AND TRAINING	SCOTTISH BOOK TRUST
SUMMER READING CHALLENGE	READING AGENCY
MOODLE AND TNT TRAINING AND SUPPORT	SCOTTISH LIBRARY AND INFORMATION COUNCIL
VOUCHERS FOR FAMILY HISTORY RESEARCH	SCOTLANDS PEOPLE
EBOOK SUPPLIER	OVERDRIVE
DEEFPREEZE PC MANAGEMENT SOFTWARE	ITSUK LTD
DIGITAL MAGAZINES	MAGZTER
DIGITAL SIGNAGE	SOLUS UK

LIBRARY APP	SOLUS UK
LIBRARY ELF	JANDI ENTERPRISES
BRITANNICA ONLINE	ENCYCLOPAEDIA BRITANNICA
ANCESTRY ONLINE FAMILY HISTORY	ANCESTRY
POOL CHEMICALS	BRENNTAG

|

SCHEDULE PART 6

SHARED EXISTING CONTRACTS

CONTRACT / SERVICE PROVIDED	SUPPLIER
CLEANING OF PREMISES	ERC - FACILITIES MANAGEMENT
CLEANING MATERIALS -HYGIENE PRODUCTS 0810	UNICO
SANITARY BINS ETC IN PUBLIC AND STAFF TOILETS -WASHROOM SOLUTIONS 0114	HEALTHCARE SOLUTIONS
JANITORIAL EQUIPMENT - HYGIENE PRODUCTS 0810	UNICO
FLOOR CLEANING EQUIPMENT	NEWMATIC
CLEANING CHEMICALS	BUNZEL
JANITORIAL SUPPLIES - HYGIENE PRODUCTS 0810	GREENHAMS
BUNZL LOCKHART - CATERING SUNDRIES 1811	CATERING RESOURCES EG TEAPOTS, CUTLERY ETC
MICS/MUSIC SYSTEMS - PRESENTATION & AUDIO VISUAL EQUIPMENT	SSUK
LIGHTING AND EQUIPMENT - ELECTRICAL MATERIALS 1511	EDMINSTON ELECTRICAL - SLD
C02 GAS	AIR PRODUCTS (CRYO SERVICES)
BULBS AND LIGHT FITTINGS - ELECTRICAL MATERIALS 1511	CITY ELECTRICAL
UNIFORMS - PERSONAL PROTECTIVE EQUIPMENT 0412	ARCO
UNIFORMS - PERSONAL PROTECTIVE EQUIPMENT 0412	LION SAFETY
EDUCATION MATERIALS 0712	YPO
SANITARY BINS - WASHROOM SOLUTIONS 0114	INITIAL
NAPY BINS/SANITARY BIN DISPOSAL -	HEALTH CARE ENVIRONMENTAL

WASHROOM SOLUTIONS 0114	
DISPOSAL OF SPECIALIST WASTE - ASN SCHOOL LETS	HEALTHCARE ENVIRONMENT SERVICES
SPORTS EQUIPMENT - EDUCATIONAL MATERIALS LOT 9 0712	SPORTS ALPHA
SPORTS EQUIPMENT - EDUCATIONAL MATERIALS LOT 9 0712	NEWITS
SPORTS EQUIPMENT - EDUCATIONAL MATERIALS LOT 9 0712	BISHOP SPORTS
GAS CONSUMPTION	ARRANGED AND PAID BY ENVIRONMENT - ENERGY TEAM
ELECTRICITY CONSUMPTION	ARRANGED AND PAID BY ENVIRONMENT - ENERGY TEAM
INTERIOR/EXTERIOR/EMERGANCY LIGHTING	BRITISH GAS VIA PATS
LIBRARY PUBLIC PCS - KIT REPLACEMENT	HP VIA ERC - IT
SUPPLY OF TABLETS AND OTHER DEVICES - TABLET DEVICES	XMA
PRINTER INC - IT CONSUMABLES	SPECTRUM
ALL STATIONARY ITEMS	OFFICE DEPO
CORPORATE PCS AND EQUIPMENT	ERC ICT/PROCUREMENT SCOTLAND
POSTAL SERVICES	WHISTL & ROYAL MAIL
COURIER SERVICES	N/A
MOBILE COMPUTING	ERC ICT
NATIONAL IT PERIPHERALS AGREEMENT	MISCO , SPECTRUM
OFFICE EQUIPMENT	LOT 1: CANON, CAPITAL, KONICA MINOLTA, RICOH, DANWOOD GROUP & XEROX. LOT 2: CAPITO & NEWFIELD IT LTD
IT MANAGED SERVICES	ERC ICT
ORCALE LICENSING	ERC ICT
HOSTING SERVICES	ERC ICT
DIGITAL & TECHNOLOGY SERVICES	ERC ICT
MARKETING SERVICES MULTI LOT	UNION ADVERTISING AGENCY, LEITH AGENCY, GOLLEY SLATER SCOTLAND, THE GATE, STORY UK
MARKETING SERVICES FULLY MANAGED	GOLLEY SALTER, GATE WORLDWIDE, UNION ADVERTISING AGENCY

MEDIA SERVICE	NASDAQ OMX
PUBLISHING, PRINT, DESIGN& ASSOCIATED SERVICES	APS GROUP
PRINT & ASSOCIATED SERVICES	MULTI-SUPPLIER LIST - CAN BE FOUND ON LINK BELOW.
NETWORK ENABLEMENT SERVICE FRAMEWORK	CAPITA IT SERVICES, DELOITTE, FARRPOINT, HUTCHISON NETWORKS, IMTECH TRAFFIC & INFRA UK, PTS CONSULTING PARTNERS, SCC, TNP
WEB CONFERENCING	INTERCALL CONFERENCING
SIP & IP HANDSETS & ASSOCIATED LICENCES	VARIOUS LIST CAN BE FOUND IN BUYERS GUIDE
TEMPORARY AND INTERMIN STAFF	PERTEMPS, BRIGHTWORK, ASA RECRUITMENT
BUSINESS MANAGEMENT FRAMEWORK	VARIOUS SUPPLIERS - CAN BE FOUND ON THE LINK BELOW.
ELECTICITY	EDF ENERGY
NATURAL GAS	TOTAL GAS AND POWER LTD
WATER & WASTE WATE	BUSINESS STREAM
BIOMASS(ENERGY SUPPY AGREEMENTS)	ALTERNATIVE HEAT, ANGUS BIOFUELS, BARNHILL ESTATES, BRITISH GAS HEAT, HEATHER ENERGY, HWENERGY, UTILYX, ASSEST MANAGEMENT, RES ON SITE LTD
BIOMASS FUEL ONLY	ANGUS BIOFUELS, HWENERGY, PUFFIN PELLETS, BALCAS TIMBER
LIQUID FUEL	GLENER OILS, HARVEST ENERGY, HENTY OILS, HIGHLAND FUELS, SCOTTISH FUELS
QQ 14 15 324 - DESTRUCTION OF CONFIDENTIAL WASTE	SHREDALL
CE 14 15 584 - WINTER MAINTENANCE	JMK GROUND CARE LTD
CE 14 580 - S & D OF FIRST AID EQUIPMENT	FAST AID
F 12 495 - SUPPLY AND DELIVERY OF CONFECTIONARY GOODS	BATLEY FOODS SERVICE
F 11 420 - SECURE CASH UPLIFT SERVICES	GS4
CE 14 15 604 - INSURANCE BROKER	AON
CE 14 576 - DESIGN, SUPPLY, INSTALL AND MAINTAIN SPORTS EQUIPMENT	PULSE FITNESS
F 09 312 - TELEPHONY	VIRGIN MEDIA
F 10 312 - LINE RENTAL	VIRGIN MEDIA

F 11 455 - BANKING	CLYDESDALE BANK
CE 14 15 576 DESIGN AND SUPPLY, DELIVER, INSTALL AND MAINTAIN SPORTS FITNESS EQUIPMENT	PULSE FITNESS LIMITED
F 10 364 -MOBILE PHONES	O2
F 12 467 - PEST CONTROL SERVICES	EXCEL SCOTLAND
F 13 537 - INSPECTION & MAINTAINANCE OF PE EQUIPT	SPORTS SAFE UK
F 11 408 CCTV LIBRARIES CCTV E.G. NEILSTON?	ERC - CORPORATE AND COMMUNITY SERVICES
F 11 431 - TAXI SERVICES	EASTWOOD MEARNES
F 11 431 - TAXI SERVICES	T W BRADLEY
F 11 431 - TAXI SERVICES	MIDICAB
F 11 431 - TAXI SERVICES	COMPASS
F 13 562 - PROVISION OF OCCUPATIONAL HEALTH SERVICES	SALUS OCCUPATIONAL HEALTH
WATER COOLER	BARRS
PLASTIC CUPS /WATER DISPENCERS	PHS
PCS AND EQUIPMENT	ERC ICT
PRINTING/PHOTOCOPYING ON CORPORATE NETWORK	HP VIA ERC - IT
PHOTOCOPYING	RICOH
PRINTING	CANON
REPAIRS TO CLEANING MACHINES	TENNANT
REPAIRS TO COOKERS/ WATER BOILERS ETC	FAST FIXX
UPLIFT OF COMMERCIAL WASTE FROM HALLS	ERC ENVIRONMENT

APPENDIX C

SERVICES AGREEMENT

between

EAST RENFREWSHIRE COUNCIL

and

EAST RENFREWSHIRE CULTURE & LEISURE LIMITED

2015

**Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: ARI.RHC.EAS24.26**

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SERVICES AGREEMENT

between

EAST RENFREWSHIRE COUNCIL, a local authority constituted in terms of the Local Government etc. (Scotland) Act 1994 and having a principal office at Eastwood Park, Rouken Glen Road, Giffnock, Glasgow, G46 6UG (hereinafter referred to as "**the Council**");

and

EAST RENFREWSHIRE CULTURE & LEISURE LIMITED, a limited company incorporated under the Companies Acts with registration number SC486489 and having its registered office at Annex, Ground Floor, St John's, 18 Commercial Road, Barrhead, G78 1AJ (hereinafter referred to as "**the Company**"),

each a "**Party**" and together the "**Parties**".

WHEREAS

- (A) The Company has agreed to provide culture and leisure services to the Council, for the benefit of the public, in return for the payment by the Council to the Company of the Service Payments.
- (B) In order to document the provision of such culture and leisure services and all other matters connected therewith the Parties have agreed to enter into this Agreement.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

- 1.1 In this Agreement including in the recitals above, 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 "**Admission Agreements**" means the admission agreements in respect of the admission of employees of the Company to the Fund substantially in the form set out in Schedule Part 9 of this Agreement;
 - 1.1.3 "**Admission Body**" has the meaning given to it in the Pensions Regulations;
 - 1.1.4 "**Annual Service Payment**" means the Service Payment payable by the Council to the Company for one (1) Financial Year;
 - 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 of the Schedule;
 - 1.1.6 "**Articles**" means the Company's articles of association from time to time in force;

- 1.1.7 **"Assigned Employees"** means the employees of the Group or a Permitted Sub-Contractor who are assigned to the provision of the Services or any part of the Services as applicable from time to time;
- 1.1.8 **"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;
- 1.1.9 **"Breach Notice"** means a notice served by the Council on the Company pursuant to Clause 13.1;
- 1.1.10 **"Breach Rectification Meeting"** has the meaning given in Clause 13.1;
- 1.1.11 **"Business Plan"** means the business plan of the Company developed by the Company in accordance with the provisions of Clause 3;
- 1.1.12 **"Business Plan Review"** has the meaning given in Clause 3.10;
- 1.1.13 **"Cessation Date"** means the date on which the Company or any Permitted Sub-contractor ceases to be an Admission Body other than on the End Date;
- 1.1.14 **"Change"** means a change to the terms of this Agreement, including any change or variation 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;
- 1.1.15 **"Change Control"** means the procedure set out in Clause 14 and Part 4 of the Schedule which must be followed in order to effect any Change;
- 1.1.16 **"Change in Law"** means the coming into effect after the date of this Agreement of any change in or introduction of or change in the implementation of any Law which affects the provision of the Services;
- 1.1.17 **"Change Request"** means the notice as referred to in Part 4 of the Schedule by which the process to initiate the Change Control procedure begins;
- 1.1.18 **"Change Request Quotation"** means the notice as referred to in Part 4 of the Schedule to be provided by the Company in response to or together with (as the case may be) a Change Request;
- 1.1.19 **"Company New Moveable Assets"** means New Moveable Assets where the cost of the New Moveable Assets in question is equal to or less than £3,000 (as amended from time to time as part of the Business Plan process) (i) in aggregate where such acquisition or series of contemporaneous acquisition of New Moveable Assets comprises several new items; or (ii) per individual New Moveable Asset;

- 1.1.20 **"Company Employment Date"** means the date on which Other Transferring Employees become employees of the Group;
- 1.1.21 **"Company Intellectual Property"** means any and all intellectual property or industrial rights of any description anywhere in the world including but not limited to any patents and supplementary protection certificates, trade marks, domain names, registered designs, copyright (including but not limited to rights in computer software, object and source code), rights in the nature of copyright, database rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such rights referred to in this definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them, any and all divisions and continuations of said applications and the right to claim priority from any of the applications together with any registered rights resulting from any such applications or rights to apply for registration) owned by the Company and used exclusively in the Undertaking, any logos, trademarks and service marks (including any trade, brand or business names), domain names, copyright and moral rights owned by the Company and applications for any of the foregoing;
- 1.1.22 **"Company Scheme"** means a pension scheme or schemes nominated by the Company under Clause 10.6.1 of this Agreement;
- 1.1.23 **"Council Intellectual Property"** any and all intellectual property or industrial rights of any description anywhere in the world including but not limited to any patents and supplementary protection certificates, trade marks, domain names, registered designs, copyright (including but not limited to rights in computer software, object and source code), rights in the nature of copyright, database rights, unregistered design rights, rights in and to trade names, business names, product names and logos (other than the Council crest), inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such rights referred to in this definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them, any and all divisions and continuations of said applications and the right to claim priority from any of the applications together with any registered rights resulting from any such applications or rights to apply for registration) owned by the Council and used exclusively in the Undertaking;;
- 1.1.24 **"Council New Moveable Assets"** means New Moveable Assets where the cost of the New Moveable Assets in question exceeds £3,000 (as amended from time to time as part of the Business Plan process) (i) in aggregate where such acquisition or series of contemporaneous acquisition comprises several New Moveable Assets; or (ii) per individual New Moveable Asset;

- 1.1.25 **"Direction Notice"** means a notice given by the Council pursuant to Clause 13.1 giving details of the failure to comply and requiring the 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;
- 1.1.26 **"Eligible Transferring Employees"** means:
- 1.1.26.1 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; 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
- 1.1.26.2 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; 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 three (3) months of the Relevant Transfer Date.
- 1.1.27 **"Eligible Transferring Company Scheme Members"** means those Eligible Transferring Employees who are offered and accept membership of the Company Scheme;
- 1.1.28 **"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;
- 1.1.29 **"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 **"End Date"** means the date of termination of this Agreement in accordance with Clause 20 (Termination);

- 1.1.32 **"Equal Pay and Modernisation"** means the implementation nationally of the Single Status agreement;
- 1.1.33 **"Existing Occupational Arrangements"** means the arrangements between the Council and occupants as listed in Part A of Part 8 of the Schedule;
- 1.1.34 **"Final Rectification Plan"** means an action plan detailing how the delivery of the Services can be improved such that the Services are delivered in accordance with the Service Specification;
- 1.1.35 **"Financial Year"** means the period from 1 April to 31 March each year;
- 1.1.36 **"FOISA"** means the Freedom of Information (Scotland) Act 2002;
- 1.1.37 **"Fund"** means the Strathclyde Pension Fund, being the pension fund maintained by Glasgow City Council under the Pension Regulations;
- 1.1.38 **"Good Industry Practice"** means in respect of a Party, 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 which that Party is obliged to deliver pursuant to this Agreement;
- 1.1.39 **"Group"** means the Company and any Subsidiaries and the Trading Company and any Subsidiaries and **"Group Company"** shall be interpreted accordingly;
- 1.1.40 **"Guaranteed Obligations"** has the meaning given to it in the Admission Agreements;
- 1.1.41 **"HMRC"** means HM Revenue and Customs;
- 1.1.42 **"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;
- 1.1.43 **"Necessary Change"** means any Change required in respect of the provision of the Services by reason of a Change in Law;
- 1.1.44 **"New Moveable Assets"** means all moveable or non-heritable fixtures, fittings, equipment, vehicles, furniture, plant, equipment and machinery required by the Company for use in connection with the provision of the Services after the Transfer Date;
- 1.1.45 **"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;
- 1.1.46 **"Operational Contracts"** means any agreement relating to the provision of the Services as at the End Date to which the Company, the Trading Company or a

Permitted Sub-contractor is a party other than contracts of insurance, contracts of employment and contracts which have been wholly completed or discharged before the End Date;

- 1.1.47 "**OSCR**" means the Scottish Charity Regulator constituted in terms of the Charities and Trustee Investment (Scotland) Act 2005 or any subsequent or replacement body;
- 1.1.48 "**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;
- 1.1.49 "**Pension Regulations**" means The Local Government Pension Scheme (Scotland) Regulations 2014 as may be amended from time to time;
- 1.1.50 "**Permitted Sub-contractor**" means the Trading Company and any other service provider to whom the Company sub-contracts any of its rights or obligations with the consent of the Council in accordance with Clause 12 (including, where the context so admits, where that sub-contract has been entered into in breach of Clause 21);
- 1.1.51 "**Quarter**" means, as the context requires:
- 1.1.51.1 the consecutive three month period from 1 January to 31 March ;
 - 1.1.51.2 the consecutive three month period from 1 April to 30 June;
 - 1.1.51.3 the consecutive three month period from 1 July to 30 September; or
 - 1.1.51.4 the consecutive three month period from 1 October to 31 December;
- 1.1.52 "**Rectification Notice**" has the meaning given in Clause 19.1;
- 1.1.53 "**Rectification Plan**" means an action plan detailing how the delivery of the Services can be improved such that the Services are delivered in accordance with the Service Specification;
- 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 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 10 (Pensions) means the transfer of employment of any of the Other Transferring Employees to the Group or a Permitted Sub-contractor;

- 1.1.57 **"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 10 (Pensions) means the transfer of employment of any of the Other Transferring Employees to the Group or a Permitted Sub-contractor;
- 1.1.58 **"Restricted Activity"** means each activity set out in Part 6 of the Schedule;
- 1.1.59 **"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;
- 1.1.60 **"Re-transfer Date Moveables"** means all Company Moveable Assets used by the Company at the Facilities as at the Re-transfer Date;
- 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 or any part of the Services as applicable 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 8 Parts, including its Appendices;
- 1.1.64 **"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 FOISA, as such code may be amended or replaced from time to time;
- 1.1.65 **"Services"** means all of the services to be provided from time to time pursuant to this Agreement, and as described in the Services Specification;
- 1.1.66 **"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 as set out in Part 2 of the Schedule;
- 1.1.67 **"Services Specification"** means the specification and description of the Services set out in Part 3 of the Schedule as amended from time to time in accordance with the terms of this Agreement;

- 1.1.68 **"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;
- 1.1.69 **"Tax"** or **"Taxation"** means all taxes, levies, duties, imposts, charges and withholdings of any nature whatsoever or wheresoever imposed, and all penalties, charges and interest relating thereto;
- 1.1.70 **"Trading Company"** means East Renfrewshire Culture & Leisure (Trading) Limited (a company registered in Scotland with number SC486591);
- 1.1.71 **"Transfer Assistance Period"** means the period commencing on the date that the 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;
- 1.1.72 **"Transfer Date"** means the date on which the Company or a Permitted Sub-Contractor begins providing the Services to the Council, which shall be 2 July 2015 or such other date as agreed by the Parties from time to time;
- 1.1.73 **"Transferring Employees"** means the employees whose names are listed at Part 5 of the Schedule;
- 1.1.74 **"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);
- 1.1.75 **"Undertaking"** means the provision of culture and leisure services to the public (including the provision of services similar to the Services) as carried on by the Council at the Transfer Date;
- 1.1.76 **"VAT"** means value added tax payable under the Value Added Tax Act 1994 or under any directives or regulations adopted by the Council of the European Union which relate to value added tax or any similar tax introduced in substitution therefor;
- 1.1.77 **"VATA 1994"** means the Value Added Tax Act 1994; and

- 1.1.78 **“Warning Notice”** means a notice served by the Council on the Company pursuant to Clause 19.3 or Clause 19.4;
- 1.1.79 **“Working Days”** means Monday to Friday excluding days on which the banks in Glasgow are not open for general business.
- 1.2 Headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.3 In this Agreement:
- 1.3.1 the singular shall include the plural and vice versa and reference to one (1) gender shall include any other gender, and references to persons shall include firms and bodies corporate;
- 1.3.2 reference to a Clause or a Sub-Clause is to the relevant clause or sub-clause of this Agreement, a reference to a Part is to a Part of the Schedule, and a reference to an Appendix is to an Appendix of a Part of the Schedule, in each case 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 arising, 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 this 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 this Agreement (rather than the Services Specification) shall prevail.

2 **Services**

2.1 The Company shall provide to the Council the Services:

2.1.1 in accordance with the Services Specification;

2.1.2 in accordance with the Business Plan;

2.1.3 in a manner which is consistent with the Council's obligations to make arrangements which secure Best Value;

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

2.1.5 in accordance with all Law from time to time in force; and

2.1.6 from the Transfer Date until the End Date.

2.2 Provided that the Company continues to comply with the provisions of Clause 2.1, the Company may deliver additional services to those set out in the Services Specification.

3 **Service Payments and Business Plan process**

3.1 In consideration for performance of the Services in accordance with the provisions of this Agreement the Council shall pay the Service Payments to the Company as set out in Part 2 of the Schedule.

3.2 Subject to Clause 3.10, the Parties agree that not less than three (3) months prior to the commencement of each Financial Year the Company shall submit its draft Business Plan to the Council for review and mutual agreement.

3.3 Each draft Business Plan shall identify:-

- 3.3.1 the projected resources and/or expenditure of the Company during each Financial Year in performing the Services and complying with any contractual obligation in a contract between the Company and the Council not included in this Agreement during that Financial Year;
 - 3.3.2 in relation to the facilities occupied by the Company under licence from the Council, the Council's capital programme building spend, and the Council's property maintenance budget;
 - 3.3.3 a list of New Moveable Assets which the Trust anticipates needs to be purchased in the forthcoming financial year, and a budgeted cost for the same;
 - 3.3.4 its proposal for the next Annual Service Payment (except in relation to the Annual Service Payment for the first three Financial Years which are set out in Schedule Part 2);
- 3.4 The Council is committed to ensuring best value and compliance with Scottish Government proposals on continuous improvement in local authorities. To ensure that the Company can demonstrate best value in delivery of the Services it shall include provisions within its Business Plan to demonstrate its intentions for assisting the Council in delivery of that commitment. Bi-annual reports on the implementation of such best value provisions shall be submitted to the Council.
- 3.5 The Parties acknowledge and agree that-
- 3.5.1 in the context of the current EU law in relation to the provision of state aid the Council requires to ensure that:-
 - 3.5.1.1 the parameters on the basis of which the Annual Service Payments are determined are set out in an objective and transparent manner; and
 - 3.5.1.2 the Annual Service Payments do not exceed what is necessary to cover all or part of the costs incurred in discharging the Services, taking into account all relevant receipts and a reasonable profit for the Company in discharging those obligation;
 - 3.5.2 without prejudice to the other provisions of this Agreement regarding the provision by the Company of information, the Company shall provide the Council with such information and access to its records and staff as the Council may reasonably request to allow the Council to:-
 - 3.5.2.1 monitor the level of compensation received by the Company from time to time in the context of the Services and the Company's cost base; and
 - 3.5.2.2 form a view as to whether the Annual Service Payment is at a level that over compensates the Company in relation to its provision of the Services ("**Overcompensation**"); and
 - 3.5.3 if the Council (acting reasonably) considers that there is Overcompensation and provides the Company in writing with reasonable details of the same then the Council shall be

entitled by notice in writing to the Company to address such Overcompensation by way of:-

- 3.5.3.1 adjustment of the level of the relevant Annual Service Payment; and/or
 - 3.5.3.2 reduction of, or delay in, the payment of all or part of any instalment the relevant Annual Service Payment; and/or
 - 3.5.3.3 requiring the repayment of all or part of any instalment of the Annual Service Payment; and/or
 - 3.5.3.4 any combination of such measures.
- 3.6 The Council and the Company shall liaise to identify any issues within the draft Business Plan that require to be discussed and agreed. The Company shall make available to the Council such additional information as the Council may reasonably require to consider the draft Business Plan. The Company may, as a result of this process, adjust the draft Business Plan.
- 3.7 As soon as reasonably practicable after submission of the draft Business Plan to the Council. the Council shall either:-
- 3.7.1 approve the draft Business Plan; or
 - 3.7.2 propose an alternative Annual Services Payments and/or Services Specification for the relevant Financial Year, further to which the Council and the Company shall consult in relation to these proposals.
- 3.8 The Council and the Company shall endeavour to agree a Business Plan as soon as possible after submission in accordance with Clause 3.6, and in any event no later than fifteen (15) Working Days after the date on which the Council agrees its annual budget.
- 3.9 Further to consultation in accordance with Clause 3.6.2, the Company shall consider the Council's proposal and prepare a revised draft Business Plan and any changes to the Services Specification required to allow the Company to properly assume responsibility for delivery. Any revised draft Business Plan will be submitted to the Council for approval in terms of the process set out in Clauses 3.2 to 3.5.
- 3.10 The Parties confirm that the Business Plan for the Financial Year 2015/2016 has been prepared by the Council and will be implemented by the Company.
- 3.11 Where an additional liability not identified by the Business Plan for the relevant Financial Year, any other unforeseen costs or additional title conditions arise, or if the Council is not able to comply with its property maintenance obligations in terms of other agreements between the Parties, the Company may request the Council to review the Business Plan (a "**Business Plan Review**") of the relevant Financial Year to:-
- 3.11.1 identify the extent of the additional liability, costs or title conditions;
 - 3.11.2 assess the impact of the additional liability, costs or title conditions on the Business Plan,

3.11.3 the Services Specification, the Council's obligations under this Agreement and the existing contractual obligations of the Company; and

3.11.4 identify any changes to the Annual Services Payment or Services Specification required to allow the Company to properly account for and assume responsibility for that liability, those costs or those title conditions, and the Company shall make available to the Council such financial, operational and other information as the Council shall reasonably require to complete that review.

3.12 If the Parties fail to agree the Annual Service Payment for the forthcoming Financial Year in accordance with the process set out in this Clause 3, the Annual Service Payment for the forthcoming Financial Year shall be deemed to be that for the current Financial Year.

4 **Governance**

4.1 The Company will not undertake any Restricted Activity without the prior written consent of the Council.

4.2 The Company shall allow up to two (2) people nominated by the Council (the "**Observers**"), to attend and speak (but not vote) at any meeting of the directors of the Company and to report back to the Council as the Observers deem appropriate.

4.3 The Council and the Company acknowledge that the Company is a registered Scottish charity and that the charity trustees of the Company have duties and obligations deriving from such charitable status. It is further acknowledged that those duties and obligations include, amongst other things, acting in the best interests of the Company to further its charitable purposes and that certain actions in respect of the Company and its assets are subject to the Charities and Trustee Investment (Scotland) Act 2005.

4.4 The Council and the Company acknowledge and agree that the rights and obligations in Clause 19 to this Agreement are included and shall be exercised and/or enforced by the Council only to allow the Council to deliver or to procure the continued delivery for the public benefit of the activities carried on by the Company in pursuance of its charitable purposes.

4.5 The Company and the Council shall work collaboratively with each other to seek to identify the additional services to be delivered or improvements in delivery of the Services in order to deliver against the Council's Community Planning Partnership's Single Outcome Agreement.

5 **Performance Monitoring**

5.1 The Council shall be entitled to monitor the operational performance of the Company, to establish if and to what extent the Company 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 5.1, to this end the Company shall provide the Council within two (2) calendar months of the end of each Quarter a report in the form set out in Part 7 of the Schedule on the Company's

operational performance in that Quarter by reference to the Service Specification and the Business Plan (a "**Performance Report**").

- 5.2 No later than one (1) calendar month following the Council's receipt of a Performance Report, the Council shall be entitled to:
- 5.2.1 meet with the Company to discuss the content of the Performance Report, and to review the Company's performance of the Services during the period covered by the Performance Report; and
- 5.2.2 request from the Company, acting reasonably, any additional information in relation to the Company's operational performance.
- 5.3 Consistent with the Council's obligations to make arrangements which secure Best Value and otherwise meet the requirements of Clause 2.1, and taking account of Clause 4.3, the Company shall:
- 5.3.1 comply with all reasonable requirements of the Council in respect of achieving and maintaining Best Value and otherwise meeting such requirements; and
- 5.3.2 provide the Council upon request with such information as the Council acting reasonably requires in order to demonstrate that the Company is meeting such requirements.
- 5.4 The Company shall comply with all reasonable requests of the Council in relation to the provision of information to and the attendance at meetings with the Council's Cabinet (or any committee of the Council).
- 6 New Moveable Assets, Council New Moveable Assets and Company New Moveable Assets**
- 6.1 The Parties shall, as part of the annual Business Plan process, discuss and agree the New Moveable Assets (if any) required by the Company during the forthcoming Financial Year for use in relation to delivery of the Services. As part of such discussions the Parties shall identify and agree:
- 6.1.1 the budget to be retained by the Council to purchase Council New Moveable Assets during the forthcoming Financial Year (the "Council New Moveable Asset Budget"); and
- 6.1.2 the budget to be transferred by the Council to the Company as part of the Annual Service Payment to facilitate the Company purchasing, leasing, hiring or hire purchasing Company New Moveable Assets.
- 6.2 The Company shall share with the Council details of a third party seller of the Council New Moveable Assets, further to which the Council shall, subject to Clause 6.4, purchase the relevant Council New Moveable Asset in the name of the Council. The Council New Moveable Asset in

question shall from the date of purchase become subject to the terms of the asset licence currently in place between the Council and the Company at the date of purchase.

- 6.3 The Company shall purchase Company New Moveable Assets in its own name.
- 6.4 The Council shall only be required to purchase such Council New Moveable Assets in accordance with Clause 6.2 to the extent that the applicable Council New Moveable Asset Budget is not already exhausted or would not be exceeded by the proposed purchase. The Council can only use the New Council Moveable Asset Budget to purchase Council New Moveable Assets and for no other purpose.
- 6.5 The Company hereby grants to the Council an irrevocable option (the "**Option**") for the Council to acquire the Company's whole right, title and interest (free from third party rights or encumbrances) in and to all or any of the Re-transfer Date Moveables for a market value consideration to be payable by the Council upon completion of the sale and purchase thereof pursuant to the Option in terms of Clause 6.7.
- 6.6 The Option may be exercised (or rejected) by the Council by notice in writing to the Company no later than the end of a period of fourteen (14) days commencing on the End Date. In the event that the Council has not provided a rejection notice to the Company under this Clause 6.6 within fourteen (14) days commencing on the End Date, the Council will be deemed to have exercised the Option.
- 6.7 If the Council exercises the Option completion of the sale and purchase of the Re-transfer Date Moveables shall take place at a date, location and time specified by the Council (acting reasonably) (the "**Re-Transfer Date**") at which time such Re-transfer Date Moveables will be deemed to have been delivered by the Council to the Company.
- 6.8 In the event that any Re-transfer Date Moveables are owned by other members of the Group and not the Company, the Company shall procure that such other members of the Group transfer title to such Re-transfer Date Moveables to the Company in order that it may transfer title to the same to the Council pursuant to Clause 6.7.
- 6.9 The Company shall at all times keep an up to date inventory of all Council New Moveable Assets and Company New Moveable Assets being used in the Undertaking and will provide upon reasonable notice and at reasonable intervals a copy of same to the Council if requested by the Council so to do.
- 6.10 On the Re-Transfer Date, the Company shall (and shall procure that each other member of the Group shall), transfer to the Council (or at the request of the Council, its nominee) for a market value consideration, the Council Goodwill and the Company Goodwill. If the Council so requests, the Company shall (and shall procure that each other member of the Group shall) enter into a deed of assignation of goodwill in a form specified by the Council.

- 6.11 Notwithstanding the provisions of this Clause 6, The Company shall maintain the Company Assets in good repair and condition (fair wear and tear and consumption excepted) and shall where required, but without prejudice to the foregoing generality, arrange for the Company Assets to be regularly serviced in accordance with the requirements of applicable law from time to time and to a reasonable standard.

7 Occupational Arrangements

- 7.1 The Company will perform the responsibilities of the Council in relation to the Existing Occupational Arrangements but shall not do so as agent for the Council.
- 7.2 If in order to discharge the tenant or licensee's obligations in accordance with the Existing Occupational Arrangements, the Company needs the Council as landlord or licensor to undertake a specific action or course of action, then provided this is reasonable, the Council will do so as soon as reasonably practicable and, in the case of any emergency, as soon as possible, on notice from the Company.
- 7.3 On the date of the last signature of this Agreement, the Company will grant rights of occupation on reasonable, market standard terms and conditions to such beneficiaries for such properties as set out in Part B of Part 8 of the Schedule.

8 Transfer of Employees

- 8.1 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) 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).
- 8.2 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 as "Transferring Employee Charges") shall be apportioned on a time basis so that the part of the Transferring Employee 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 Transferring Employee Charges accruing in the period commencing on the Transfer Date shall be borne and discharged by the relevant Group Company.
- 8.3 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 8.3 will not apply in so far as the Company undertakes to indemnify the Council in terms of Clauses 8.6, 8.7 and 8.8.

- 8.4 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:
- 8.4.1 the Company shall, within seven (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");
 - 8.4.2 the Council may offer employment to such individual, within twenty-one (21) days of the date of the Council's receipt of a Notification ("the Notification Date"). The Council will notify the Company of the fact that an offer of employment has been made and the date on which the offer is made within seven (7) days of the Notification Date ;
 - 8.4.3 if such individual accepts such offer of employment, the Council shall notify the Company within seven (7) days of such acceptance and the Company shall, within seven (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;
 - 8.4.4 if the Council does not, within twenty-eight (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 twenty-eight (28) days after, and not later than thirty-five (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;
 - 8.4.5 if the Company terminates the contract of employment of such individual in terms of Clause 8.4.3 or 8.4.4 (as applicable) and complies with the remainder of its obligations in terms of Clauses 8.4.1 to 8.4.4 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;
 - 8.4.6 if the Company does not comply with its obligations in terms of Clauses 8.4.1 to 8.4.4 inclusive, such individual will be treated by the Parties as a Transferring Employee.

- 8.5 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 (i) on the part of the Company to comply with this Agreement, or (ii) on the part of a Group Company or a Permitted Sub-Contractor to comply with its obligations under Regulation 13(4) of the Employment Regulations.
- 8.6 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 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.
- 8.7 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 Transferring Employee 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:
- 8.7.1 any measures a Group Company or a Permitted Sub-contractor notifies the Council (or any New Supplier as applicable) pursuant to its obligations under Regulation 13(4) the Employment Regulations that it may consider taking in connection with the transfer;
 - 8.7.2 an alleged fundamental breach by a Group Company or Permitted Sub-contractor of the contract of employment of such individual.
 - 8.7.3 an alleged substantial change to the working conditions made by or at the request of a Group Company or Permitted Sub-contractor 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).
- 8.8 The Company will 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.
- 8.9 If requested by the Council, the Company will, within ten (10) Working Days of a request to do so, enter into a deed of indemnity with any Group Company and/or any New Supplier to give effect to the provisions of this Clause 8.
- 9 Re-transfer of Employees**
- 9.1 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 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 10 (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 or 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.

- 9.2 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 9.3 to 9.5 will apply irrespective of whether or not the Employment Regulations do apply.
- 9.3 The Company will, and will take all reasonable steps (including contractually obliging the Company or Permitted Sub-Contractor) to ensure that a Group Company or Permitted Sub-contractor will, within twenty (20) Working Days of receipt of a request (or a request for updated information) by the Council (which may be made at any time during the term of this Agreement), supply in writing to the Human Resources Manager of the Council:
- 9.3.1 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 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);
 - 9.3.2 information relating to any collective agreements which relate to the employment of the Assigned Employees at the time of a request for such information;
 - 9.3.3 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;
 - 9.3.4 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);
 - 9.3.5 the job title, role, length of service and age of the Assigned Employees at the time of a request for such information;

- 9.3.6 details of any disciplinary procedure taken against an Assigned Employee, or grievance procedure taken by an Assigned Employee, within the two (2) years before a request for such details;
- 9.3.7 details of any court or tribunal case, claim or action which:
- 9.3.7.1 is outstanding between a Group Company or a Permitted Sub-contractor and any Assigned Employee;
- 9.3.7.2 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 (2) years before a request for such information; and
- 9.3.7.3 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 Company or a Permitted Sub-contractor; and
- 9.3.8 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 a Group Company or a Permitted Sub-Contractor from any other third party.
- 9.4 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 the 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 9.3 to prospective contractors or bidders for the provision of the Services or any part thereof (or services similar to the Services or any part thereof) to the Council.
- 9.5 The information provided under Clause 9.3 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 Clause 16.1.2 below. If the disclosure of Personal Data is unavoidable, the Council undertakes that:
- 9.5.1 it will only use the Personal Data for the purposes set out in Clause 9.4;
- 9.5.2 it will keep the Personal Data secure in accordance with the Data Protection Act 1998 as amended from time to time;
- 9.5.3 it will seek to obtain from prospective bidders, to whom the Personal Data may be disclosed, undertakings:
- 9.5.3.1 not to disclose such Personal Data;

- 9.5.3.2 that the Personal Data may only be used for the purposes of preparing a bid;
 - 9.5.3.3 that the Personal Data must be kept secure;
 - 9.5.3.4 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.
- 9.6 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 (which in the case of clause 9.6.1 will not be unreasonably withheld or delayed):
- 9.6.1 materially vary the terms and conditions of any of the Assigned Employees (including 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
 - 9.6.2 materially increase or decrease the numbers of Assigned Employees; or
 - 9.6.3 replace any of the Assigned Employees, save where the relevant Group Company or Permitted Sub-contractor replaces any such individuals with individuals of equivalent or greater levels of skills and experience.
- 9.7 Following a reasonable request by the Council or any New Supplier at any time during the Transfer Assistance Period, the Company will, if reasonably practicable, allow, and will take all reasonable steps (including contractually obliging the Group Company or Permitted Sub-Contractor) to ensure that the Group Company or 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 for the purpose of discussing the re-transfer pursuant to the Employment Regulations providing that the Company and/or any Group Company or Permitted Sub-contractor (as applicable) may be present during any such meeting.
- 9.8 Not earlier than thirty-five (35) days and not later than twenty-eight (28) days, 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 the Group Company or Permitted Sub-contractor will, supply in writing to the Council or, on request by the Council, a New Supplier:
- 9.8.1 the names of the individuals whom the Company expects at that time to be the Re-transferring Employees;
 - 9.8.2 the information set out in Clause 9.3, in respect of the Re-transferring Employees instead of the Assigned Employees, updated as near as practicable to the Re-transfer Date.

- 9.8.3 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.
- 9.9 On or before the Re-transfer Date, the Company will, and will take all reasonable steps (including contractually obliging the Permitted Sub-Contractor) to ensure that the Permitted Sub-contractor will, deliver to the Council or, on request by the Council, a New Supplier:
- 9.9.1 any updates to the information provided under Clause 9.3 to reflect any subsequent changes to the Re-transferring Employees; and
- 9.9.2 complete personnel records relating to the Re-transferring Employees to the new employer of the Re-transferring Employees.
- 9.10 The Company undertakes to ensure that the information provided under Clauses 9.3, 9.8 and 9.9 is complete and accurate in all material respects.
- 9.11 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 "Re-transferring Employee Charges") shall be apportioned on a time basis so that the part of the Re-transferring Employee Charges accruing in the period from the Transfer Date up to close of business on the day before the Re-transfer Date shall be borne and discharged by a Group Company or relevant Permitted Sub-Contractor and the part of the Re-transferring Employee Charges accruing in the period commencing on the Re-transfer Date shall be borne and discharged by the Council or the relevant New Supplier.
- 9.12 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 9.12 will not apply in so far as the Council undertakes to indemnify the Company in terms of Clauses 9.14, 9.16 or 9.17;
- 9.13 If the contract of employment of any individual who is not disclosed to the Council pursuant to Clause 9.8.1 shall have effect as if originally made between the Council or any New Supplier 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:
- 9.13.1 the Council shall, within seven (7) days of becoming aware that the contract of employment of such individual has such effect, notify the Company in writing of the same ("Re-transfer Notification");

- 9.13.2 the Company may offer employment to such individual, within twenty-one (21) days of the date of the Company's receipt of a Re-transfer Notification ("the Re-transfer Notification Date"). The Company will notify the Council of the fact that an offer of employment has been made and the date on which the offer is made within seven (7) days of the Re-transfer Notification Date;
- 9.13.3 if such individual accepts such offer of employment, the Company shall notify the Council within seven (7) days of such acceptance and the Council shall, within seven (7) days of such notification, terminate (or procure that the New Supplier terminates) the contract of employment of such individual in accordance with the terms of the individual's contract of employment;
- 9.13.4 if the Company does not, within twenty-eight (28) days of the Re-transfer Notification Date, notify the Council that such individual has accepted an offer of employment from the Company, the Council (or the New Supplier) may, not earlier than twenty-eight (28) days after, and not later than thirty-five (35) days after, the Re-transfer Notification Date, terminate the contract of employment of such individual in accordance with the terms of the individual's contract of employment;
- 9.13.5 if the Council (or the New Supplier) terminates the contract of employment of such individual in terms of Clause 9.13.3 or 9.13.4 (as applicable) and complies with the remainder of its obligations in terms of Clauses 9.13.1 to 9.13.4 inclusive, the Company will indemnify and keep indemnified the Council (or the New Supplier) 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;
- 9.13.6 if the Council does not comply with its obligations in terms of Clauses 9.13.1 to 9.13.4 inclusive, such individual will be treated by the Parties as a Re-transferring Employee.
- 9.14 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.
- 9.15 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 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.

9.16 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 disclosed to the Council pursuant to Clause 9.8.1 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:

9.16.1 any measures the Council or such New Supplier notifies the Company (or any Group Company or Permitted Sub-contractor as applicable) pursuant to its obligations under Regulation 13(4) the Employment Regulations that it may consider taking in connection with the transfer;

9.16.2 an alleged fundamental breach by the Council or such New Supplier of the contract of employment of such individual; or

9.16.3 an alleged substantial change to the working conditions made by or at the request of the Council or such New Supplier to the material detriment of such individual.

9.17 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 or any New Supplier to comply with its obligations under Regulations 13(4) of the Employment Regulations.

9.18 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 the provisions of Clauses 9 and 10 relevant to New Suppliers, and agrees that in the event of a claim on any indemnity in terms of 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 9.18.

10 Pensions

10.1 Pension protection

The Company shall procure, and shall procure that any Permitted Sub-Contractor which employs any of the Eligible Transferring Employees from the Relevant Transfer Date shall procure, that in accordance with this Clause 10 (Pensions) all Eligible Transferring Employees either are offered membership of the Fund or are offered membership of a Company Scheme in accordance with Clause 10.6.

10.2 Company to become an Admission Body

The Company shall use reasonable endeavours to procure that it, or any Permitted Sub-contractor which employs any of the Eligible Transferring Employees from the Relevant Transfer Date becomes, prior to the Relevant Transfer Date, an Admission Body in the Fund and with effect from the Relevant Transfer Date the Company shall execute and shall procure that when required each Permitted Sub-contractor executes an Admission Agreement.

10.3 **Indemnity for a breach of the Admission Agreement**

Without prejudice to the generality of this clause, the Company for itself and any Permitted Sub-Contractor agrees to indemnify the Council and any New Supplier against all direct losses suffered or incurred by it or them or any of them which arise from any breach by the Company or any Permitted Sub-contractor of the terms of the Admission Agreement to the extent that such liability arises before or upon termination or expiry of this Agreement.

10.4 **Guarantee**

The Council undertakes to the Company to discharge on demand the Guaranteed Obligations by making immediate payment of the Guaranteed Obligations to the Fund.

10.5 **Company ceases to be an Admission Body**

If the Council and the Company are both of the opinion that it is not possible to operate the provisions of Clauses 10.2 and 10.3 or if for any reason the Company or any Permitted Sub-contractor ceases to be an Admission Body as defined in Clause 10.2 other than on the End Date then the provisions of Clauses 10.2 to 10.4 inclusive shall not apply to the Company and/or the Permitted Sub-contractor (as the case may be) and the provisions of Clause 10.6 (Company Scheme) shall apply to the extent necessary.

10.6 **Company Scheme**

If and to the extent that, pursuant to Clause 10.5, Clauses 10.2 (Company to become an Admission Body) to 10.4 (Guarantee) do not apply at any time prior to a Relevant Transfer Date or Cessation Date (as the case may be):

10.6.1 the Company shall, or shall procure that 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:

10.6.1.1 established within six (6) months of the Relevant Transfer Date or Cessation Date (as the case may be) and maintained until any payment to be made under Clause 10.6.4.2 (Company Scheme) is made;

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

- 10.6.1.3 a Registered Pension Scheme; and
- 10.6.1.4 certified by an Actuary nominated by the Council as providing benefits which are broadly comparable to or better than those provided by the Fund immediately prior to the Relevant Transfer Date or Cessation Date (as the case may be).
- 10.6.2 The Company undertakes to the Council for itself as and as agent and trustee for the benefit of the Eligible Transferring Employees to procure, and to procure that any Permitted Sub-Contractor will procure, that the Eligible Transferring Employees shall by one (1) month 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).
- 10.6.3 the Company shall procure that it and 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.
- 10.6.4 the Company undertakes to the Council for itself and for the Council (as agent and trustee for the benefit of the Eligible Transferring Employees) to procure that:
 - 10.6.4.1 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 who is engaged wholly or mainly in provision of the Services which have been certified by the Actuary nominated by the Council as being broadly comparable to the benefits under the Fund in accordance with Clause 10.6.1.4 above. If the Company Scheme is terminated, the Company shall procure that a replacement arrangement or arrangements is provided for those of the Eligible Transferring Company Scheme Members who are still employed wholly or mainly in provision of the Services. The replacement arrangement(s) must comply with this Clause 10.6 (Company Scheme) as if it were the Company Scheme;
 - 10.6.4.2 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 the date of the offer, the Company shall procure (subject to the receipt of an agreed transfer amount from the Fund) 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 than the benefits to which the Eligible Transferring Company Scheme Member was entitled under the Fund;

- 10.6.4.3 the transfer value paid under Clause 10.6.4.2 (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).

10.7 Undertaking from the Company

The Company undertakes to the Council (for itself and as agent and trustee for the benefit of the Eligible Transferring Employees) to procure that:

- 10.7.1 all information which the Council or its professional advisers may reasonably request from the Company 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 10.6 (Company Scheme) and 10.7 (Undertaking from the Company) shall be supplied to them as expeditiously as practicable;
- 10.7.2 without prejudice to the exercise of any rights of the Company under this Agreement, the Company shall not and shall procure that any Permitted Sub-contractor 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 may require) consents to instigate, encourage or assist any event which could impose on the Fund or on the Council 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;
- 10.7.3 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 10.2 (Company to Become an Admission Body) to 10.5 (Company ceases to be an Admission Body) inclusive without the consent in writing of the Council (not to be unreasonably withheld or delayed);
- 10.7.4 the Company shall not and shall procure that any Permitted Sub-contractor shall not take or omit to take any action which would materially amend the benefits under the Fund or the Company Scheme of any Eligible Transferring Employees who are or will be employed wholly or mainly in provision of 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 any Permitted Sub-contractor will be entitled without the requirement for such prior written agreement to give effect to any contractual obligations to any Eligible Transferring Employees;

10.7.5

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

10.7.5.2 where applicable, any such benefits shall be awarded on the basis of the Council's written statement of policy in relation to such benefits (as required under the Pension Regulations) at the time of the Relevant Transfer Date or the Cessation Date (as the case may be) (which the Council shall provide to the Company upon request).

10.8 **Claims from Eligible Transferring Employees or Trade Unions**

The Company for itself and any Permitted Sub-Contractor hereby indemnifies the Council 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 or any Permitted Sub-contractor which losses:-

10.8.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the End Date (or earlier date of leaving employment of the Company or any Permitted Sub-contractor); and

10.8.2 arise out of the failure of the Company any Permitted Sub-contractor to comply with the provisions of this clause before the End Date (or earlier date of leaving employment of the Company or any Permitted Sub-contractor).

10.9 **Costs of certification**

The reasonable costs of the Council of obtaining any necessary actuarial certification of broad comparability in accordance with Clause 10.6.1.4 (Company Scheme) shall be borne by the Company, subject to the Council providing the Company with appropriate invoices setting out such costs.

10.10 **New employees**

If the Company 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 the Company, Subsidiary or Permitted Sub-contractor (as applicable) will offer (at their choice) such new employees membership of one of:

- 10.10.1 the Fund subject to the Admission Agreement and the Council providing its written consent to those employees being admitted to the Fund before an offer of employment is made;
- 10.10.2 a Company Scheme; or
- 10.10.3 a defined contribution pension scheme.

10.11 **Transfer to a New Supplier**

On expiry or termination of this Agreement, including partial expiry or termination, if the Services provided by the Company or any Permitted Sub-contractor to which the provisions of Clauses 10.2 (Company to Become an Admission Body) to 10.6 (Company Scheme) inclusive apply, transfer to a New Supplier and as such the employment of any Eligible Transferring Employee who is or will be engaged wholly or mainly in providing the Services under this Agreement may transfer to a New Supplier under TUPE, the Company shall procure that:

- 10.11.1 the Company or any Permitted Sub-Contractor consults with and informs those Eligible Transferring Employees of the pension provisions relating to that transfer; and
- 10.11.2 any relevant Company Scheme provides a transfer value 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 an actuarial basis that is no less favourable (to the Eligible Transferring Company Scheme Members) than the actuarial basis that applied to the calculation of the transfer value that the relevant Company Scheme received from the Fund in respect of the Eligible Transferring Company Scheme Members.

10.12 **Warranty from the Council**

The Council warrants to the Company that all contributions payable under the Pension Regulations which have prior to the Transfer Date become due and payable to the Fund have been duly and timeously paid and as at the Transfer Date there are no such contributions or amounts which are required to be paid or transferred into the Fund and which are outstanding.

11 **The Company's obligations**

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

- 11.1.1 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 supervised inspection by the Council or any person authorised by it;

- 11.1.2 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 five (5) 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;
- 11.1.3 provide reasonable supervised access to Audit Scotland and a relevant statutory Ombudsman to enable them to review any accounts and financial records requested by them;
- 11.1.4 as and when requested by the Council (acting reasonably), meet with the Council's representatives to discuss the Company's performance, service delivery, condition of assets and any other issues relating to the Services;
- 11.1.5 co-operate fully with any reasonable legal proceedings, enquiry, arbitration or investigation (including an investigation by the relevant statutory Ombudsman arising out of the provision of the Services by the Company, and the Company shall give evidence of such enquiries, arbitrations, proceedings and hearings without cost to the Council. Furthermore, in the event that a relevant statutory 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;
- 11.1.6 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;
- 11.1.7 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 activities, actions or matters set out in Part 6 of the Schedule unless the Company has received the prior written consent of the Council.

11.2 The Company hereby warrants to the Council that:

- 11.2.1 it has power to enter into this Agreement and has authorised its execution, completion and performance;
- 11.2.2 this Agreement will constitute legally binding obligations of the Company enforceable in accordance with its terms; and

- 11.2.3 it will ensure that each Group Company complies with the obligations of the Company under Clause 11.1 as if the references therein (and within Part 6 of the Schedule) to the Company were to each such Group Company.

12 Sub-contracting and assignment

- 12.1 Subject to Clauses 12.2 and 12.3, 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, such consent not to be unreasonably withheld or delayed.
- 12.2 The Company may sub-contract any part of the Services to the Trading Company.
- 12.3 The Company acknowledges and agrees that sub-contracting does not free nor relieve the Company of its obligations under this Agreement and that the Company is fully responsible for the performance of the Company's obligations under this Agreement and the Company shall procure that any member of the Group and its Permitted Sub-contractors will not breach any obligations under this Agreement, whether such performance is by the Company itself, by another member of the Group or by a Permitted Sub-contractor.

13 Step-in rights of the Council

- 13.1 If the Council reasonably considers that a breach by the Company of an obligation under this Agreement has, may or will:

13.1.1 result (or has already resulted) in a material interruption to or material disruption of the provision of one (1) or more of the Services; or

13.1.2 cause (or has already caused) a serious nuisance,

then, the Council shall give a notice (a "**Breach Notice**") to the Company identifying the breach in question. Following receipt by the Company of a Breach Notice the Parties shall use reasonable endeavours to arrange to meet at a place and time (but no later than 5 Working Days after the date on which the Company receives the Breach Notice) mutually convenient to the Parties to discuss the content of the Rectification Notice (a "**Breach Rectification Meeting**"). At a Breach Rectification Meeting the Parties shall discuss the Breach Notice and seek to agree on the steps to be implemented by the Company to remedy the breach set out in a Breach Notice. If the Company fails to implement the agreed steps within the time period agreed at the Breach Rectification Meeting, 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 13.5, 13.6 and 13.7 shall apply

- 13.2 If the Council reasonably considers that a breach by the Company of an obligation under this Agreement has, may or will:

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

- 13.2.2 cause (or has already caused) a material breach by the Council of its obligations under Law;
- 13.2.3 cause (or has already caused) 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,

then, if the Council considers that there is sufficient time and that it is likely that the Company will be willing and able to provide assistance, the Council may give a Direction Notice to the Company requiring the Company 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 13 are without prejudice to any other right or remedy of the Council under this Agreement.

- 13.3 The Company shall use all reasonable endeavours to comply with any Direction Notice given under Clause 13.2.
- 13.4 If the Company fails to take such steps as the Council may reasonably think necessary pursuant to a Direction Notice under Clause 13.2 within such time as the Council shall reasonably think fit, or if the Council reasonably considers that the Company 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 13.5, 13.6 and 13.7 shall apply.
- 13.5 For the purpose of taking steps or action as stated in Clause 13.5, the Council may do any one or more of the following:
 - 13.5.1 enter upon the relevant Facilities and take over all or part of the Undertaking;
 - 13.5.2 by not less than two (2) Working Days' notice to the Company, expel the Company 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;
 - 13.5.3 suspend the right and obligation of the Company to provide all or any of the Services,

in each case until such time as the Company has demonstrated to the Council's reasonable satisfaction that the Company is in a position to recommence the provision of the Services, or the relevant part of the Services, in accordance with this Agreement.
- 13.6 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 13 and, if the steps required pursuant to the foregoing provisions of this Clause 13 are as a result of an act or omission of the Company (other than to the extent that such act or omission of the Company is caused in whole or in part by an act or omission of the Council), 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.

- 13.7 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 13, or which results from breach by the Company of any of its obligations under this Agreement, 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.
- 13.8 References (however worded) in this Clause 13 to any steps or action being taken by the Council under this Clause 13 are references to such steps or action being taken either by the Council itself or by persons engaged by the Council for that purpose.

14 **Change Control**

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

15 **Confidentiality**

- 15.1 In this Clause, the following terms bear the following meanings:

- 15.1.1 **"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;
- 15.1.2 **"Discloser"** means any person (being either the Council or the Company, as appropriate) disclosing Confidential Information to which this Agreement applies;
- 15.1.3 **"Permitted Purpose"** means for the purposes contemplated by this Agreement and for no other purpose; and
- 15.1.4 **"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.

- 15.2 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:

- 15.2.1 use the Confidential Information only for the Permitted Purpose; and
- 15.2.2 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.

- 15.3 Clause 15.2 does not prohibit disclosure of Confidential Information:
- 15.3.1 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;
 - 15.3.2 to a Recipient's auditors (whether external or internal), professional advisers, HMRC, the Accounts Commission for Scotland, OSCR, a relevant statutory Ombudsman, and any other person having a statutory regulatory right to request and receive that information;
 - 15.3.3 where the Recipient is required to disclose such information in response to a request which it has received for information under or in terms of FOISA or the EIR provided that, in doing so, the Recipient acts in accordance with the guidance set out in the Section 60 Code, including by consulting with the other Party prior to any such disclosure or other publication, if and to the extent necessary to comply with that guidance;
 - 15.3.4 in the case of the Council, to its elected members; or
 - 15.3.5 by the Observer(s) to the Council.
- 15.4 Clause 15.2 does not apply to information which a Recipient can show by reference to documentary or other evidence:
- 15.4.1 was rightly in its possession before the start of negotiations leading to this Agreement;
 - 15.4.2 is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause);
 - 15.4.3 is received from a third party who is not under an obligation of confidentiality in relation to the information;
 - 15.4.4 is developed independently without access to, or use or knowledge of, the Confidential Information; or
 - 15.4.5 is trivial or obvious.

Each Party will make reasonable efforts to ensure that anyone mentioned in Clause 15.3 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.

15.5 Without prejudice to the provisions of Clause 15.2.2, a Recipient shall use equivalent care in protecting the confidentiality of Confidential Information as that which it uses to protect its own information of a similar sensitivity and importance.

15.6 Where the Council receives a request for information under FOISA or the EIR in relation to the provision of the Services or the Facilities or any of the matters contemplated by this Agreement it may request that the Company and any other member of the Group,:

15.6.1 provide the Council with a copy of all information in its possession or power in the form that the Council requires within ten (10) Working Days (or such other longer period as the Council may specify) of the Council's request; and

15.6.2 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information under FOISA or the EIR within the time for compliance set out in section 10 of FOISA or regulation 5 of the EIR and to deal with any application for review of decisions and/or appeal against decisions

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

15.7 Where the Company receives a request for information under FOISA or the EIR in relation to the provision of the Services or the Facilities or any of the matters contemplated by this Agreement it may request that the Council:

15.7.1 provides the Company with a copy of all information in its possession or power in the form that the Company requires within ten (10) Working Days (or such other longer period as the Company may specify) of the Company's reasonable request; and

15.7.2 provide all necessary assistance as reasonably requested by the Company to enable the Company to respond to a request for information under FOISA or the EIR within the time for compliance set out in section 10 of FOISA or regulation 5 of the EIR and to deal with any application for review of decisions and/or appeal against decisions,

and if the Company so reasonably requests, the Council will comply with such request.

15.8 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.

16 **Data protection**

16.1 In this Clause:

- 16.1.1 “DPA” means the Data Protection Act 1998; and
- 16.1.2 “Personal Data” and “Processing” have the meanings given to them in the DPA (and “Process” shall be construed accordingly).
- 16.2 The Company and the Council will each take all necessary steps to ensure that in performing their obligations under this Agreement they operate at all times in compliance with the DPA.
- 16.3 If the Council passes to the Company, or otherwise gives the Company access to, Personal Data under this Agreement:
 - 16.3.1 the Company will not Process that Personal Data except for the purposes of the Agreement and in accordance with the instructions of the Council;
 - 16.3.2 the Company will not acquire any rights in that Personal Data, and will return the Personal Data to the Council immediately, if the Council asks it to do so;
 - 16.3.3 the Company will put in place appropriate technical and organisational measures against unauthorised or unlawful Processing of that Personal Data, and against accidental loss or destruction of or damage to that Personal Data, in compliance with the DPA;
 - 16.3.4 the Company will permit the Council access to the Company’s personnel and records on at least five (5) Working Days’ notice, for the purposes of inspecting, testing and auditing the technical and organisational measures put in place by the Company under Clause 16.3.3;
 - 16.3.5 the Company will promptly take whatever reasonable steps are necessary to comply with any reasonable requirement made by the Council to ensure that the technical and organisational measures put in place by the Company comply with the DPA; and
 - 16.3.6 the Company will not transfer any of that Personal Data outside the European Economic Area, except upon the express written instructions of the Council, and in accordance with any additional terms which the Council imposes on such transfer.
- 16.3.7 The Council warrants that such Personal Data has been collected lawfully and in accordance with the DPA and that the Council has the right to share this Personal Data with the Company.
- 16.4 If the Company passes to the Council, or otherwise gives the Council access to, Personal Data under this Agreement:
 - 16.4.1 the Council will not Process that Personal Data except for the purposes of the Agreement and in accordance with the instructions of the Company;

- 16.4.2 the Council will not acquire any rights in that Personal Data, and will return the Personal Data to the Company immediately, if the Company asks it to do so;
 - 16.4.3 the Council will put in place appropriate technical and organisational measures against unauthorised or unlawful Processing of that Personal Data, and against accidental loss or destruction of or damage to that Personal Data, in compliance with the DPA;
 - 16.4.4 the Council will permit the Company access to the Council's personnel and records on at least five (5) days' notice, for the purposes of inspecting, testing and auditing the technical and organisational measures put in place by the Council under Clause 16.3.3;
 - 16.4.5 the Council will promptly take whatever steps are necessary to comply with any requirement made by the Company to ensure that the technical and organisational measures put in place by the Council comply with the DPA; and
 - 16.4.6 the Council will not transfer any of that Personal Data outside the European Economic Area, except upon the express written instructions of the Company, and in accordance with any additional terms which the Company imposes on such transfer.
- 16.5 The Company warrants that such Personal Data has been collected lawfully and in accordance with the DPA and that the Company has the right to share this Personal Data with the Council.

17 Intellectual Property

- 17.1 The Council hereby grants to the Company a licence in respect of the Council Intellectual Property which is required by the Company for the delivery of the Services for a period equal to the duration of this Agreement or for so long as such Council Intellectual Property subsists (whichever is shorter) and on terms that:
- 17.1.1 such licence shall be non-exclusive, non-transferable, irrevocable, royalty-free and worldwide; and
 - 17.1.2 the Company may sub-license any such Council Intellectual Property to:
 - 17.1.2.1 any other member of the Group for so long as it remains a member of the Group; or
 - 17.1.2.2 any other entity provided the provision of such sub-license is solely in connection with the provision of the operation of the Undertaking.
- 17.2 All Company Intellectual Property is owned and shall remain owned by the Company.

18 Severance

If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Agreement, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

19 Rectification procedure

19.1 If Company fails to deliver the Services to the Council in accordance with the terms of this Agreement, the Council may issue to the Company a notice in writing (a “**Rectification Notice**”) advising the Company of that fact and requiring the Company to prepare in writing and provide to the Council an action plan to rectify the situation.

19.2 Following the service of a Rectification Notice, the Company shall prepare and provide to the Council for its agreement a Rectification Plan. Both Parties shall act reasonably in agreeing the Rectification Plan.

19.3 Where the Company fails to establish a Rectification Plan within one (1) month of the issue of a Rectification Notice, the Council may issue to the Company a notice in writing of that fact (a “**Warning Notice**”).

19.4 Where the Company fails to implement a Rectification Plan in accordance with its terms the Council may issue to the Company a notice in writing of that fact (also a “**Warning Notice**”).

19.5 Following the service of a Warning Notice, the Company will establish and agree with the Council a Final Rectification Plan. Both Parties shall act reasonably in agreeing the Final Rectification Plan.

19.6 If in a period of two (2)) consecutive months following the issue of a Warning Notice referred to in Clause 19.3, the Company has:-

19.6.1 failed to establish and agree with the Council a Final Rectification Plan; or

19.6.2 failed to implement a Final Rectification Plan in accordance with its terms,

then the Council shall be entitled to terminate this Agreement.

20 Termination

20.1 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:

20.1.1 subject to Clause 20.4, if the Company commits a material breach of any of its obligations contained in this Agreement or any other agreement with the Council relative to the Services;

20.1.2 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 (30) days after becoming due;

- 20.1.3 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;
- 20.1.4 if a 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;
- 20.1.5 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;
- 20.1.6 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 (7) days;
- 20.1.7 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;
- 20.1.8 if the Company ceases to or threatens to cease to carry on its business or substantially the whole of its business;
- 20.1.9 if the Company ceases to provide all or any of the Services from any of the Facilities without the Council's prior written consent;
- 20.1.10 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, then, in respect of any notice served under Clause 19.1 only, the Parties shall within five (5) Working Days of the date on which the Company receives such a written notice to discuss and agree the steps to be implemented by the Company and the timescales within which they are to be implemented to remedy any material breach. If, the Company fails to remedy a breach within the agreed time period, then 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 (30) 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.

- 20.2 In relation to each of the events set out in Clause 20.1, 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 (5) Working Days of the occurrence of any such event.
- 20.3 The Company may terminate this Agreement by not less than fourteen (14) days' written notice to the Council if the Council commits a material breach of this Agreement, and fails to remedy that breach within thirty (30) days of the Council's receipt of a written notice from the Company specifying the breach, and asking the Council to remedy it.
- 20.4 The Company shall not be in breach of its obligations under this Agreement and the Council shall not be entitled to terminate this Agreement pursuant to Clause 20.1.1 where the Council's failure to undertake any or all of its obligations contained in this Agreement or any other agreement with the Company has contributed in whole or in part to the material breach by the Company of its obligations.

21 **Consequences of termination**

- 21.1 On termination of this Agreement for any reason whatsoever the Company shall transfer to the Council the benefit, subject to the burden, of any Operational Contracts, 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 Operational Contracts or, as the case may require, the Council and the Company shall co-operate in obtaining the novation of the Operational Contracts.
- 21.2 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):
- 21.2.1 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;
 - 21.2.2 assign to the Council each of the Operational Contracts as requested by the Council.
- 21.3 Termination or expiry of the this Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiry and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry.

22 Statutory Successors

22.1 The Council shall be entitled to assign or otherwise transfer 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 culture and leisure services have been transferred (unless and to the extent that such assignment or transfer has occurred as a matter of law in which case all references in this Agreement to "the Council" shall include its statutory successors) but, otherwise, shall not be entitled 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).

23 Notices

23.1 Where any notice or other communication is to be made under this Agreement, it must be in writing. Save where expressly stated to the contrary, 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.

23.2 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 (2) 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.

24 Expert Determination

24.1 If the Parties are unable to resolve an issue where this Agreement refers to determination by an Expert, if resolution of an issue by negotiation has not been possible within twenty (20) Working Days, either Party may refer the dispute to an expert (the "**Expert**") nominated jointly by the Parties or, failing such nomination within twenty (20) Working 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.

24.2 If any matter or matters is or are referred to the Expert for determination then:

24.2.1 the Expert may, in his absolute discretion, make such procedural directions as he considers necessary (including 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;

- 24.2.2 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;
- 24.2.3 the Expert shall be requested to, if possible, deliver his decision on such matter or matters within five (5) Working Days of concluding any hearings which may have been held and in any event within twenty (20) Working Days of his appointment;
- 24.2.4 the Expert shall be requested to deliver his decision in writing and to state reasons for such decision;
- 24.2.5 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;
- 24.2.6 Subject to paragraph 5.4 of Schedule Part 4, 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
- 24.2.7 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.

25 Warranties

- 25.1 Subject to the following provisions of this Clause, the Council warrants to the Company as at the date of signature hereof by the Council in the terms set out in Part 1 of the Schedule (those warranties and the warranties contained in Clause 10.12 being the "**Warranties**"), and acknowledges that the Company is entering into this Agreement in reliance on such Warranties.
- 25.2 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:
 - 25.2.1 in the case of the Warranty contained in paragraph 1 of Part 1 of the Schedule be the right to rescind this 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
 - 25.2.2 in the case of the other Warranties and any other warranty by the Council to the Company in relation to the Services, to work through the Business Plan Review process in accordance with Clause 3 of this Agreement.
- 25.3 The Council shall have no liability in respect of any breach of the Warranties (with the exception of the warranty to which Clause 25.2.1 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 and where proceedings are not instituted (that is to say issued and served) within six (6) months of the notice (unless previously satisfied, settled or withdrawn) the Council shall cease to be liable thereafter.

- 25.4 The Council shall not be liable for a claim for a breach of the warranties in paragraph 2 of Part 1 of the Schedule or any action raised in terms of Regulation 12 of the Employment Regulations ("Claim") unless the amount of all Claims when taken together exceeds £5000 in which case the excess over £5000 shall be recoverable from the Council.

26 **General**

- 26.1 Other than pursuant to Part 4 of the Schedule, 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.

- 26.2 This Agreement constitutes the entire agreement and understanding of the Parties hereto with respect to all matters governed hereby.

- 26.3 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement. No waiver shall be effective unless it is expressly stated to be a waiver in a notice to the other Party.

27 **Costs and further assurance**

- 27.1 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.
- 27.2 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.

28 **Governing law**

28.1 This Agreement shall be governed by and construed in accordance with the law of Scotland and (subject to Clause 3) the Parties hereto hereby submit to the exclusive jurisdiction of the Scottish Courts.

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

Signed on behalf of **EAST RENFREWSHIRE COUNCIL** by

_____	(Signature)	Common Seal
_____	Gerry Mahon	
_____	Chief Officer - Legal & Procurement and authorised signatory	
_____	(Place of Signature)	
_____	(Date of Signature)	

Signed on behalf of **EAST RENFREWSHIRE CULTURE & LEISURE LIMITED** by

_____	(Signature)	in the presence of this witness
_____	(Full Name)	_____ (Witness' Signature)
_____	(Position)	_____ (Full Name)
_____	(Place of Signature)	_____ (Address)
_____	(Date of Signature)	_____

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SERVICES AGREEMENT BETWEEN
EAST RENFREWSHIRE COUNCIL AND EAST RENFREWSHIRE CULTURE & LEISURE LIMITED**

SCHEDULE PART 1

THE COUNCIL'S WARRANTIES

1 Capacity of the Council

The Council has full power and authority and has taken all necessary corporate action to enable it to enter into and perform this Agreement and such agreement when executed, will constitute valid, binding and enforceable obligations on the Council in accordance with its terms.

2 Transferring Employees

The Council has disclosed:

- 2.1 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;
- 2.2 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;
- 2.3 details of all remuneration and benefits which the Transferring Employees or their dependants receive or are entitled to receive (now or in the future);
- 2.4 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
- 2.5 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.

3 Compliance

- 3.1 All legislation and all orders, provisions, directions and conditions relating to the Facilities or the conduct of the Undertaking (including VAT) have been duly complied with in all material respects.
- 3.2 All necessary licences, consents, permits, agreements, arrangements and authorities (public and private) have been obtained to enable the Council to carry on the Undertaking effectively in the

manner in which it is now carried on, and all such licences, consents, permits, agreements, arrangements and authorities are valid and subsisting and the Council knows of no reason why any of them should be suspended, cancelled or revoked, or the benefit of them should not continue to be enjoyed by the Company or other owners for the time being of the Undertaking and the Assets or any part of them.

4 **Litigation**

Save as disclosed in writing to the Company, no claims have been intimated to the Council or, to the Council's knowledge and belief, been raised in respect of the Undertaking, nor, to the best of the Council's knowledge and belief, has there been any intimation to the Council of an intention to raise such a claim.

SCHEDULE PART 2

PRICING

Service Payment

The Annual Service Payment for the first three (3) Financial Years of this Contract shall be as follows:

Financial Year	Annual Service Payment (exclusive of VAT)
1 (15/16)	£4,569,715
2 (16/17)	£4,010,715
3 (17/18)	£3,745,715

The costs incurred by the Council for the period between 1 April 2015 and the Transfer Date will be deducted from the Annual Service Payment for the first Financial Year.

The Service Payment for subsequent Financial Years shall be agreed by the Parties in accordance with the provisions of Clause 3.

Payment Profile

The Annual Service Payment shall be payable in four (4) equal quarterly instalments in advance, or at such times and in such instalments as may be agreed by both Parties (each a "**Service Payment**").

SCHEDULE PART 3

SERVICES SPECIFICATION

Introduction

1. This sets out the specification for the Services to be delivered by the Company in accordance with the terms of this Agreement.
2. It provides guidance to the Company on the extent and quality of services expected. It provides a basis for dialogue between the Company and Council and will underpin quality assurance by the Council.
3. It is anticipated that in parallel with the refresh of the Business Plan (to be undertaken in accordance with Clause 3 of this Agreement), the Service Specification will be refreshed and developed during the term of this Agreement in accordance with its terms.

General

4. This section summarises the good practice and standards that the Company will be expected to follow across all of the services that it delivers on behalf of the Council.
- G1. The Company will work in partnership with the Council's Property and Technical Services team to ensure that all of the assets transferred are maintained in good condition and their future value protected. It will adhere to the terms of the memorandum of understanding for maintenance and property services.
- G2. Where maintenance or other issues result in the closure of a site or the withdrawal of a service for more than one (1) day, the Company will advise the designated Council liaison officer.
- G3. The Company will liaise with Property and Technical Services to arrange suitable times for projects to take place whilst minimising inconvenience to customers.
- G4. The Company will liaise with Property and Technical Services to assist them in managing pest control or environmental health issues (including bats).
- G5. The Company will ensure that all sites are cleaned to a high standard, in line with customer expectations.
- G6. The Company will ensure that all facilities are operated and services are delivered in such a way as ensures the safety and well-being of customers and staff. In doing so, it will comply with all legislative requirements and appropriate industry standards, for example, PWTAG guidelines.
- G7. In particular, it will ensure that emergency evacuation plans and risk assessments are in place and current for all sites.
- G6. The Company will comply with all relevant legislation in the delivery of its services and activities. This will include but is not limited to: health & safety; protection of children and vulnerable adults; equalities; data protection.
- G7. The Company will provide sufficient staff with the necessary competences to ensure a safe environment and a quality customer experience. Where relevant, e.g. lifeguards, staff on duty will have appropriate qualifications, current and maintained through regular training.

The Company will ensure that all relevant staff have the training required to set up equipment safely, enabling its safe use by customers. It will have in place and maintain safe systems of work and risk assessments.

- G8. The Company will operate its services in an energy efficient manner, reducing consumption wherever possible. The Company will comply with requirements in relation to recycling and management of waste.
- G9. The Company will agree an appropriate set of service standards.
- G10. Where services are to be re-designed because of budget reductions or for other reasons, the Company will advise the liaison at the outset of any review and will maintain regular dialogue with them on the progress of the re-design project.
- G11. The Company shall use reasonable endeavours to ensure it either employs at all times, or procures from elsewhere, a person or persons to carry out non-intrusive works to buildings and infrastructure licenced by the Council to the Company (a "Handy Person").

The Handy Person shall not carry out electrical or gas works (other than light fittings) on or to any buildings nor shall they procure external contractors.

The Handy Person can carry out minor works including, repairs and paintwork, assembly of flat pack furniture, replacing shelving where already existing with same fixings, replacing light lamps / sanding and sealing floors, clearing rooms in preparation for redecoration / refurbishment, and examination of water fittings to report faults.

The Handy Person will report all works carried out to PATS. Such report will specify the precise location of the works, provide a detailed description of any fault and with realistic priority rating.

Services

5. This section sets out high-level specifications for the services which will be transferred.

Libraries

The Company will support the delivery of the libraries strategy as agreed by Council on October 2013 and will participate fully in the development and implementation of future strategies.

The Company will ensure suitable availability of libraries. It will have the ability to make reasonable variations to the current pattern of opening hours set out in Annex 1 to this Schedule Part 3. However, any reduction in opening hours greater than 5% of the current total shall be subject to the agreed change control process.

L1 – Lending services

- L1.1 The Company will provide lending services for books and other media from: Barrhead Foundry; Clarkston Library; Giffnock Library; Mearns Library; Busby Library; Eaglesham Library; Neilston Library; Thornliebank Library; Netherlee Library centre; Uplawmoor Library centre.
- L1.2 The Company will ensure that these libraries are open in accordance with the opening hours set out in Annex 1 to this Schedule Part 3.
- L1.3 The Company will purchase and make available for lending books and other material. These resources will be selected in response to customer and community demand.
- L1.4 The Company will organise and deliver events and activities which promote reading and literacy.
- L1.5 In line with its equalities duties, the Company will include within its library resources, suitable materials for the visually-impaired and hearing-impaired. It will also make available materials in minority languages, reflecting the composition of the East Renfrewshire community.
- L1.6 The Company will also provide books and other lending materials in e-formats.

- L1.7 The Company will also provide lending services to homebound residents and care establishments, working in partnership with the third sector in doing so.

L2 – Services to Children and Young People

- L2.1 The Company will provide dedicated spaces in libraries for children and young people, taking account of child protection in their layout and design.
- L2.2 The Company will purchase and make available for lending books and other material. These resources will be selected in order to stimulate a love of reading and nourish creativity and learning.
- L2.3 The Company will provide free story-times and other events which encompass play, learning and social relationships in young children to help foster learning and emotional wellbeing.
- L2.4 The Company will participate fully in Bookbug or similar programmes designed to stimulate reading, literacy and language skills in young children, ensuring as far as possible participation in the programme from Scottish Index of Multiple Deprivation deciles 1-3. It will also co-operate closely with other agencies in outreach activities attached to such programmes.
- L2.6 The Company will ensure that the library service works closely with the Early Years Collaborative and other partners in supporting the developing of young children and the prevention agenda.
- L2.5 The Company will provide and facilitate homework support, where the need is identified, also book clubs and similar groups, e.g. gaming, for young people and teenagers.
- L2.6 The Company will work with East Renfrewshire schools and school libraries to provide programmes which develop literacy skills, information handling and reading activity in children and young people.
- L2.7 The Company will ensure that the library services works with other services within the CLT to provide programmes and activities supporting well-being, learning and creativity in children and young people.
- L2.8 The Company will provide support and direction to the school library service, in line with the memorandum of understanding for this service.

L3 - Digital inclusion

- L3.1 The Company will provide PCs and other technology to enable access to it by those who may face barriers to digital participation.
- L3.2 The Company will ensure that libraries' staff have the necessary skills and knowledge to support residents in their use of this technology.
- L3.3 The Company will organise and provide courses, workshops and other events to develop residents' skills in the use of this technology, in order to encourage their participation in digital society.
- L3.4 The Company will work in partnership with other learning providers to support the development of online skills and access to digital materials. In particular, it will support access to technology and skills development by residents who may face challenges as a result of welfare reform.

L4. – Community Hubs

- L4.1 The Company will take forward the development of the 4 larger libraries as community hubs, in line with the libraries' strategy.
- L4.2 The Company will work with adult learning and other partners to provide learning opportunities for residents in community locations.
- L4.3 The Company's arts development and libraries services will work to provide arts and cultural programmes within community libraries.
- L4.4 The Company will work in partnership with community and voluntary groups, council services and external agencies e.g. Citizens' Advice, Age Concern, Hear to Help, WorkER, to ensure that residents have access to relevant advice and information to support them in decision-making in their everyday lives.
- L4.5 The Company will provide local history and heritage resources and services enabling access to physical and online materials which provide a deeper understanding of East Renfrewshire's past. This will include working with local schools as part of developing their research and information handling skills.
- L4.6 The Company will provide information resources, in both physical and digital formats which support learning, research and community development.
- L4.6 The Company will work with local groups and organisations to support events and activities which assist in developing community cohesion and capacity. This will include working groups from the older sections of the community.

Arts development

The company will support the delivery of the arts development strategy as agreed by Council on 9 April 2015 and will participate fully in the development and implementation of future strategies.

- AD1 The Company will provide a programme of arts events and performances at Eastwood Park Theatre to contribute to the development of the venue as a vibrant cultural and leisure centre. Theatre programme will be provided in line with the agreed programme policy.
- AD2 The Company will provide a programme of arts events and performances in community locations in order to extend residents' engagement in arts and cultural activity.
- AD3 The Company will provide classes and courses in a variety of art forms in community locations, with the aim of extending residents engagement in arts and cultural activity, supporting their skills development where relevant.
- AD4 The Company will work with partners to provide programmes and events in community locations which support the development and regeneration of our more deprived areas.
- AD5 The Company will work with local arts groups and organisations to enhance their capacity and support their development, again with the over-arching aim of increasing cultural and arts engagement.
- AD6 The Company will provide performances and other events which encompass play, creativity and social relationships in young children to help foster learning and emotional wellbeing. In particular, it will deliver an Early Years Festival, or similar event, in partnership with other services and agencies.

- AD7 The Company will ensure that the arts development service works closely with the Early Years Collaborative and other partners in supporting the development of young children and the prevention agenda.
- AD8 The Company will work with schools and other partners in providing activities which form pathways for young people's participation in arts and culture.

Sports development

The company will support the delivery of the Sport and Physical Activity Strategy as agreed by Council on 9 April 2015 and will participate fully in the development and implementation of future strategies.

SD1 – swimming development

- SD1.1 The Company will operate a Learn to Swim and associated aquatic activity programmes in its swimming pools.
- SD1.2 The Company will provide swimming lessons for children and young people, from pre-school onwards, with the aim of promoting skills development, fitness and confidence. It will ensure that there is the opportunity to progress through the programme in line with ability and demand.
- SD1.3 The Company will provide lessons in such a way as to ensure the safety of participants, with appropriate staff/pupil ratios.
- SD1.4 The Company will ensure that all swimming instructors have the appropriate training and qualification for the level of activity being delivered.
- SD1.5 The Company will ensure that the programme is inclusive and accessible to children and young people with disabilities and that specialist activities are delivered.
- SD1.6 In addition to group lessons, the Company will provide 1:1 or 1:2 lessons to support particular learning needs.
- SD1.7 While the main focus of the lesson programme will be on children and young people, the Company will also provide access to swimming lessons for adults.
- SD1.8 The Company will work with local schools to provide swimming lessons within curricular time, in line with the policy agreed with the Education department.
- SD1.9 The Company will work with and support the swimming club REN96, ensuring progression where relevant from its lesson and aquatics programme to club participation.
- SD1.10 The Company will monitor, control and administer chemical application to ensure safe water quality as per PWTAG [DN: please set out the name of this guidance in full] guidance.
- SD1.11 The Company shall be responsible for the management of water dosing and safe operating levels for all swimming pools it operates, including the therapy pools at Isobel Mair and Thornliebank ATC.
- SD1.12 The Company shall be responsible for revising pool plant operating procedures/policies and implementing any required changes.

SD2 – community sports development

- SD2.1 The Company will provide a wide range of classes, courses and development opportunities for participation, training and competition in sport, allowing those with talent to develop as athletes to their full potential.
- SD2.2 The Company will provide development opportunities and experiences for children and young people, improving skills, confidence and fitness.

- SD2.3 The Company will ensure that sports programmes and opportunities are inclusive and accessible to children and young people with disabilities.
- SD2.4 The Company will ensure that the sports development service works closely with the Early Years Collaborative and other partners in supporting the development of young children and the prevention agenda.
- SD2.5 The Company will work with sports governing bodies and local sports clubs to provide relevant coach education in order to support participation and skills development.
- SD2.6 The Company will work closely with local sports clubs and organisations to enhance their capacity and support their development, with the over-arching aim of increasing participation in sport and physical activity.
- SD2.7 The Company will work with schools and local sports clubs to ensure robust pathways to enable progression from school to community participation in sport.
- SD2.8 The Company will work with local sports clubs, schools, governing bodies and other partners in order to provide volunteering opportunities in sport.
- SD2.9 The Company will work with and support community sports hubs in East Renfrewshire, ensuring their continuing development and sustainability.
- SD2.10 The Company will ensure that the sports development service works with other services within the CLT to provide programmes and activities supporting well-being, learning and creativity in children and young people.
- SD2.11 The Company will ensure that the sports development service contributes to the provision of a relevant and exciting set of programmes and activities within sports and leisure venues, schools and community settings within term-time and also in school holiday periods.

SD3 – Active Schools

- SD3.1 The Company will deliver the Active Schools programme on behalf of the Council in accordance with the terms of the Active Schools Partnership Agreement between the Council and Sport Scotland.
- SD3.2 The Company will provide and support quality opportunities for pupils to participate in sport and physical activity in schools.
- SD3.3 The Company will provide and support quality opportunities to participate in sport and physical activity in non-curricular time including school holiday periods.
- SD3.4 The Company will enable the provision of relevant CPD and training for teachers and others working within schools, ensuring they have the confidence, skills, knowledge and behaviours to deliver quality sporting opportunities; it will support the development of relevant resources to accompany this CPD.
- SD3.5 The Company will work with schools to ensure that young people and adults are provided with sports leadership opportunities.
- SD3.6 The Company will ensure that the Active Schools Service contributes to and supports the development of effective pathways between schools, local clubs and community sports hubs to enable the transition from school to community sport.
- SD3.7 The Company will facilitate the operation of the Active Schools steering group, or similar forum, on the agreed timescale: it will ensure that all necessary monitoring of and reporting on the programme takes place.

SD4 – Gyms and fitness

- SD4.1 The Company will operate the fitness gyms at Barrhead Foundry and Eastwood Park leisure, plus the small gym at Neilston Leisure Centre.
- SD4.2 It will ensure that all gym equipment is suitably maintained to ensure customer safety and the best possible fitness experience for customers.
- SD4.3 The Company will work with Council officers to ensure that the gym equipment is renewed on the agreed timeframe and that the gyms continue to meet customer expectations and industry trends.
- SD4.4 The Company will ensure that gym staff are suitably trained and qualified to ensure safe operation of all gym equipment and that customers exercise at appropriate levels.
- SD4.5 The Company will ensure that all customers are suitably trained in the use of relevant gym equipment for their exercise programmes.
- SD4.6 The Company will deliver a programme of events and activities within and linked to the gyms to promote use and customer retention.
- SD4.7 The Company will provide a wide range of fitness classes in its venues and other community locations.
- SD4.8 The Company will ensure that all classes are taken by suitably qualified instructors, to ensure participant safety and their best possible fitness experience.
- SD4.9 The Company will ensure that the fitness programmes cater for a range of fitness levels and abilities: it will in particular ensure that part of the programme meets the needs of older people.
- SD4.10 The Company will work in partnership with the NHS and HSCP to provide Live Active, Vitality and similar funded exercise programmes, to meet the needs of people with relevant health conditions.
- SD4.11 The Company will support progression from these programmes into other fitness programmes, to assist participants in deriving long-term benefits.
- SD4.12 The Company will work with HSCP and other partners to support opportunities for informal participation in sport and physical activity e.g. walking groups and jogging networks.

CF – Community Facilities

- CF1 The Company will operate the Council's community halls in accordance with this Schedule Part 3.
- The Company will process bookings accurately in line with the appropriate charges. It will comply with relevant service standard and will ensure that customers are given sufficient notice of any cancellations or changes to bookings.
- CF2 The Company will manage out of hours bookings for the Council's school buildings (currently thirty-five (35)) that take place after 17:00 hours term-time and at all other times at the weekends and during school holidays. This will be done in line with current arrangements, as detailed in Annex 2 to this Schedule Part 3. In PPP/PFI schools opening times within the contract will be adhered to. Any conflict in with the PFI/PPP company will be facilitated by ERC.

The Company will provide schools with the allocated hours as per the letting policy. Any usage more than the agreed hours may be subject to charges.

- CF3 The Company will act as project manager for one off bespoke projects.
- CF4 The Company will provide advice to constituted groups, commercial organisations and individuals to allow them to organise and take part in a variety of activities and events.
- CF5 The Company will provide accommodation that assists the Council to achieve SOA outcomes and to deliver on the Prevention theme particularly around sport, education, activities for young, old, disabled and ethnic members of the community.
- CF6 The Company will support Management Committees at Arthurlie House and Woodfarm Community Wing as well as the Mure Hall Company in Uplawmoor.
- CF7 The Company will facilitate elections through provision of polling stations and staff and will undertake Provost's duties as required.
- CF8 During the first twelve (12) month period following the Transfer Date, the Company will continue to provide the current level of "free lets" to HR including the provision of training room accommodation at Eastwood House or suitable alternative. In addition, the company will provide "free lets" to those groups identified in the current Halls letting policy. This will be subject to review as part of the Company's Business Plan process (as set out in Clause 3 of this Agreement).
- CF9 The company will continue to support existing informal arrangements in relation to the Dunterlie Forum group including free office accommodation in Dunterlie CC, provision of storage at Eastwood House (or equivalent) for theatre groups Harlequinn and EROS along with office accommodation for WRVS. In addition, support in terms of free access to Arthurlie House basement for the use of Arthurlie Snooker Club.
- CF10 The Company will in relation to Pavilions "shared" with East Renfrewshire Council ensure that designated areas are maintained by the respective owner. Common areas must be maintained to agreed standard and agreed operational arrangements adhered to. If cleaning standards of common areas are not maintained and directly impact upon customers, charges for cleaning will be applied to either party.

V – Venues

The Company will ensure suitable availability of swimming pools. It will have the ability to make reasonable variations to the current pattern of opening hours set out in Annex 1 to this Schedule Part 3. However, any reduction in opening hours greater than 5% of the current total shall be subject to the agreed change control process.

V1 – swimming pools

- V1.1 The company will operate swimming pools at: Barrhead Foundry; Eastwood High Leisure Centre; Eastwood Park Leisure; Neilston Leisure Centre.
- V1.2 The Company will ensure that these pools are open in accordance with the opening hours set out in Annex 1 to this Schedule Part 3.
- V1.3 The Company will operate swimming pools in accordance with all relevant legislation and industry guidance: for Managing Health & Safety in swimming pools and PWTAG.
- V1.4 The Company that will ensure that all swimming pools are staffed with the requisite number of lifeguards for the programmed activity. It will ensure that these lifeguards are qualified to an agreed national standard, with qualifications maintained through suitable regular training.

- V1.5 The Company will carry out regular water-testing at all pools, in line with the currently-agreed frequency – see swimming pool policy.
- V1.6 The Company will maintain accreditation for the CIMSPA European Pool Safety Award.
- V1.7 The Company will co-ordinate and support the operation of the Swimming Pool Safety group (SPLASH), with membership drawn from the CLT and relevant Council services, including both Property and Protective Services.
- V.1.8 The Company will ensure that amendments to swimming pool operating procedures are agreed with the SPLASH group.
- V1.9 The Company will programme swimming pools to provide maximum possible community benefit, taking account of the needs of particular groups within the community.
- V.10 In particular, it will ensure that there are opportunities for culturally-sensitive swimming an opportunities for participation by people with disabilities.
- V1.11 As far as is practicable, the Company will ensure that there is at least one (1) pool available for informal public swimming at all times during agreed opening hours.
- V1.12 The Company will provide and support access to the swimming pool at Eastwood High for the school's pupils in line with the memorandum of understanding

V2 – Games Halls

- V2.1 The company will operate games halls at: Barrhead Foundry; Eastwood High Leisure Centre; Eastwood Park Leisure.
- V2.2 The Company will ensure that these pools are open in accordance with the opening hours set out in Annex 1 to this Schedule Part 3.
- V2.3 The Company will ensure that all games hall and similar equipment is well-maintained and replaced when required.
- V2.4 The Company will programme games halls to provide maximum possible community benefit, taking account of the needs of particular groups within the community.
- V2.5 In particular, it will ensure that there are opportunities for participation by people with disabilities and for older people.
- V2.6 The Company will provide and support access to the games halls and other facilities at Eastwood High for the school's pupils in line with the memorandum of understanding.
- V2.7 The Company will ensure that all games hall bookings are taken accurately, with the appropriate charges in place. It will comply with the relevant service standard and will ensure that customers are given sufficient notice of any cancellations or changes to bookings.

V3 – Eastwood Park Theatre

- V3.1 The Company will operate and programme Eastwood Park Theatre in line with the agreed programme policy.
- V3.2 The Company will ensure that all theatre equipment is well-maintained and replaced when required.
- V3.3 The Company will ensure that all relevant staff, including casual staff, have the training required to set up and operate equipment safely. It will have in place and maintain safe systems of work and risk assessments.

- V3.4 The Company will operate the theatre in accordance with Scottish Government guidance on fire safety in places of entertainment and assembly, ensuring that there are sufficient and appropriately trained staff in place to meet its requirements.
- V3.5 The Company will work with local performing arts groups, supporting them in their use of the theatre and their development.
- V3.6 The Company will ensure that all theatre hire bookings are taken accurately, with the appropriate charges in place. It will comply with the relevant service standard and will ensure that hirers are given sufficient notice of any cancellations or changes to bookings.

Annex 1 to Schedule 3 (Services Specification): Library and Pool opening hours

Barrhead Foundry building and library opening hours		
Day	Times	
	Open	Close
Monday	7.30am	10.00pm
Tuesday	7.30am	10.00pm
Wednesday	7.30am	10.00pm
Thursday	7.30am	10.00pm
Friday	7.30am	8.00pm
Saturday	9.00am	6.00pm
Sunday	9.00am	6.00pm

Clarkston and Mearns library opening hours		
Day	Time	
	Open	Close
Monday	12.30am	8.00pm
Tuesday	9.30am	5.00pm
Wednesday	9.30am	8.00pm
Thursday	9.30am	5.00pm
Friday	9.30am	5.00pm
Saturday	9.30am	5.00pm
Sunday	Closed	

Giffnock library opening hours		
Day	Times	
	Open	Close
Monday	12.30am	8.00pm
Tuesday	9.30am	8.00pm
Wednesday	9.30am	8.00pm
Thursday	9.30am	8.00pm
Friday	9.30am	5.00pm
Saturday	9.30am	5.00pm
Sunday	Closed	

Busby, Eaglesham, Neilston & Thornliebank library opening hours		
Day	Times	
	Open	Close
Monday	1.00pm	5.00pm
	6.00pm	8.00pm
Tuesday	10.00am	1.00pm
	2.00pm	5.00pm
Wednesday	10.00am	1.00pm
	2.00pm	5.00pm
Thursday	Closed	
Friday	10.00pm	1.00pm
	2.00pm	5.00pm
Saturday	9.30am	1.00pm
	2.00pm	5.00pm
Sunday	Closed	

Netherlee library opening hours		
Day	Times	
	Open	Close
Monday	Closed	
Tuesday	10.00am	1.00pm
	2.00pm	5.00pm
Wednesday	Closed	
Thursday	10.00am	1.00pm
	2.00pm	5.00pm
Friday	Closed	
Saturday	Closed	
Sunday	Closed	

Uplawmoor library opening hours		
Day	Times	
	Open	Close
Monday	2.30pm	5.00pm
Tuesday	2.30pm	5.00pm
Wednesday	Closed	
Thursday	Closed	
Friday	2.30pm	5.00pm
Saturday	Closed	
Sunday	Closed	

Barrhead Foundry: Opening Times		
Day	Times	
	Open	Close
Monday	7.30am	10.00pm
Tuesday	7.30am	10.00pm

Wednesday	7.30am	10.00pm
Thursday	7.30am	10.00pm
Friday	7.30am	8.00pm
Saturday	9.00am	6.00pm
Sunday	9.00am	6.00pm

Eastwood Park Leisure: Opening Times		
Day	Times	
	Open	Close
Monday	7.30am	9.30pm
Tuesday	7.30am	9.30pm
Wednesday	7.30am	9.00 am
	10.00am	9.30pm
Thursday	7.30am	9.30pm
Friday	7.30am	9.30pm
Saturday	9.00am	4.30pm
Sunday	9.00am	4.30pm

Neilston Leisure: Opening times				
Session	Times			Limited access*
	First entry	Last entry	Pool cleared	
Monday				
Public swimming	9.00am	11.15am	12 noon	
Public swimming	6.00pm	7.15pm	8.00pm	Yes
Tuesday				
Public swimming	7.30am	11.15am	12 noon	
Public swimming	6.45pm	7.00pm	7.45pm	Yes
Adults only	7.45pm	7.45pm	8.30pm	
Wednesday				

Public swimming	9.00am	2.15pm	3.00pm	
Public swimming	6.00pm	7.30pm	8.15pm	Yes
Thursday				
Public swimming	7.30am	11.15am	12 noon	
Friday				
Public swimming	9.00am	11.15am	12 noon	
Fun session	6.15pm	6.30pm	7.15pm	
Adults only	7.30pm	7.55pm	8.40pm	
Saturday				
No public swimming				
Sunday				
Public swimming	9.00am	11.15am	12 noon	

Annex 2 to Schedule Part 3 (Service Specification): School Letting

The Company, in relation to school letting will process bookings in all schools that take place after 17:00 hours term time and at all other times at the weekend and during school holidays. The Company will advise the education facilities management team of any bookings that are taking place within ERC run schools and notify janitorial staff in PPP/PFI schools. These bookings will be processed in line with the letting policy.

The Company will provide booking advice and process bookings received from schools for the new school year, these bookings will be given priority in line with the letting policy. Where a booking is received after that date from a school, no priority will be given to this booking.

The Company will provide education facilities management with details of bookings that are taking place in ERC run schools or schools where cleaning/ catering is undertaken by ERC staff during school holiday periods. This information will be provided no later than one (1) week prior to the commencement of the school holiday period.

During in service days the Company will not hire schools from 18:00 hours onwards.

The Company will pay janitorial overtime costs for invoices received for janitorial overtime in relation to school letting. Any charges received from education must have the school let reference number and should be made on a monthly basis. The Company will not be responsible for any charges in relation to set ups/ dismantle costs for school exams etc.

The Company will pay for any cleaning/ kitchen hire costs that have been agreed with Education for external (non East Renfrewshire Council) bookings. Any cleaning/ kitchen hire recharge costs for any East Renfrewshire Council bookings will be made direct to that department by the education department.

The Company will accept a minimum two (2) hour charge for any cleaning that has been requested for a school let.

The Company will ensure all payments are received from users of all schools in line with the approved fees and charges, whilst ensuring we comply with the letting policy.

Afterschool care 5 pm onwards

The Company will process bookings for after school providers in schools after 17:00 hours term time and at all other times during school holiday periods. Any bookings received prior to this time will be made via the education department. This includes breakfast clubs in schools. The Company will not be responsible for any additional cleaning charges during term time. During school holidays any cleaning requirements/ charges will be agreed with Education.

PPP/PFI contracts

The Company will process bookings in all schools that take place after 17:00 hours term time and at all other times at the weekend and during school holidays. The Company will advise the PPP/PFI provider of any bookings that are taking place within PPP/PFI run schools. These bookings will be processed in line with the letting policy.

The Company will process bookings and liaise with the PPP/PFI provider in relation to any customer or bookings issues. Matters raised in reference to the contract will be referred to and managed by ERC Education.

Allocation/Monitoring of level of school use

The Company will provide schools with the allocated hours as per the letting policy. Any usage more than the agreed hours may be subject to charges.

SCHEDULE PART 4**CHANGE CONTROL PROCEDURES**

- 1 The Council or the Company may submit to the other (as the case may be) a Change Request. A Party proposing to submit a Change Request shall consult in advance with the other Party about the proposed Change and the reasons for it. Only changes that are approved or determined in accordance with this Part 4 will be valid. Subject to paragraph 7 below, the Council will be under no obligation to accept any Change Request but the Council will consider all Change Requests submitted to it in good faith, and if the Council does not accept a Change Request it shall provide the reasons for that decision to the Company as soon as reasonably practicable (and in any event within ten (10) Working Days, unless the Parties otherwise agree).
- 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 (20) 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 level of the Service Payments; and/or
 - 3.1.4 the terms of this Agreement.
 - 3.2 implementation timescales and arrangements in respect of the Change;
 - 3.3 a revised 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 and increases or decreases the overall revenues available to the Company.

- 5 After receipt of a Change Request Quotation, the Council may, having regard to paragraph 1, 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); or
 - 5.4 require that the Company make such changes to the Change Request Quotation as the Council may reasonably 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 Clause 24. 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 five (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 9 and 11 below, the procedures in this Part of the Schedule 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 will immediately be deemed to have been varied in accordance with the terms of the Approved Change Request.

- 9 The costs of preparing a Change Request and any related Change Request Quotations shall be borne by the Party who requests the Change, save that costs relating to Necessary Changes shall be shared equally between the Parties.
- 10 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.
- 11 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.

SCHEDULE PART 5

TRANSFERRING EMPLOYEES

ANN -MARIE	ADAM
DEBRA	ALEXANDER
CRAIG	ALLAN
CHRISTINE	ANDERSON
SARA	ANDERSON
SUSAN	ANDERSON
LAURA	ANDERSON
SARA	ANDERSON
SARAH	ANGUS
KERRY	ARMSTRONG
CATHERINE	BAIRD
ISABELLA	BANKS
DIANE	BARBOUR
RICHARD	BARR
JORDAN	BARRETT
JAMES	BATY
KAREN	BAXTER
MARIE	BAXTER
ELIZABETH	BELL
GILLIAN	BELL
KAREN	BELL
LESLEY	BIRRELL PALMER
HAYLEY	BLACK
ANN MARIE	BONELLIE
SANDRA	BONELLIE
SCOTT	BOOTH
GARY	BORLAND
RAYMOND	BRENNAN
TRACEY	BRENNAN
SARAH	BREW

EWAN	BROUGH
ALAN	BROWN
ANGELA	BURGESS
GEMMA	BURNETT
MORNA	BURNS
MOHAMMED	BUTT
LAURENCE	CAIRNS
GRACE	CALDWELL
CRAIG	CAMERON
PETER	CAMERON
HEATHER	CAMPBELL
LYNDSAY	CAREY
ALISON	CARSE
ALISON	CARSE
ALISON	CARSE
SUSAN	CARSON
STEPHANIE	CARTER
ANDREA	CASSELLS
VINCENT	CETTIGA
ELSPETH	CHALMERS
MOYRA	CHAPMAN
LINDA	CHARLTON
DARREN	CHRISTIE
GORDON	CHRISTIE
NATALIA	CLEMENTS
JOSEPH	COBURN
KERRY	COMERFORD
CARLYN	CONNAGHAN
ALLYSHA	CONNELLY
STEPHEN	CONNELLY
EDWARD	CONNER
NICOLA	CONNOR
ELIZABETH	CONRAD

JADE	CONWAY
BARRY	COOK
CAROL ANN	CORCORAN
CAROL ANN	CORCORAN
GERALD	COSTELLO
STEVEN	COULTER
KAYLEIGH	COURT
HUGH	COYLE
BRIAN	COYLE
HEATHER	CRAMB
LAURA	CRAWFORD
PAUL	CRICHTON
CARLYN	CRUM
LORNA	CUNNINGHAM
JACQUELINE	CURRIE
DAVID	CUTHBERTSON
CRAIG	DARGO
GILLIAN	DARLING
IAN	DAVIDSON
JAMES	DAVIDSON
MARY	DICKIE
MARY	DILLON
MATTHEW	DILLON
LEE	DOCHERTY
MURRAY	DONAGHEY
NORMA	DONAGHY
MIRIAM	DOREN
RHONA	DOUGLAS
LORNA	DOWIE
LENA	DOYLE
AMY	DREW
SHARON	EDENBOROUGH
CALUM	EDENBOROUGH

CHRISTINE	FAIRFULL
FIONA	FARQUHAR
GARY	FAULDS
ISABEL	FENN
JAMIE	FERGUSON
LUCY ANN	FINNIGAN
JOY	FITZPATRICK
STEPHEN	FLEMING
STEPHEN	FLEMING
AMBER	FLEMING
MARK	FLEMING
PATRICK	FORDE
MARGARET	FOX
DAVID	FRASER
ROBERT	FREW
ALANA	FRIELL
GARY	FULTON
TERESA	FULTON
NIKKI	GEBBIE
SARAH	GEBBIE
HELEN	GEMMELL
JOHN	GERVAISE
MOIRA	GIBB
JANE	GILMOUR
CHRISTINE	GLASGOW
GRAHAM	GOODWIN
LEWIS	GORDON
CRAIG	GORDON
FRANCIS	GORMLEY
MICHELLE	GOURLAY
SARAH	GRANT
SARAH	GRANT
SAM	GRAY

KRIS	GRAY
JANET	GRIBBLE
KATHRYN	GRIFFIN
GILLIAN	HAMILTON
ROBERT	HAMMOND
DAVID	HAY
STEPHEN	HEIDINGER
MATTHEW	HEPBURN
EMMA	HIGH
BRUCE	HILL
BRUCE	HILL
BRUCE	HILL
VICTORIA	HILL
HAZEL	HOUSTON
LAUREL	HUME
GERALDINE	INNES
ROSS	IRVINE
ROSS	IRVINE
DAVID	JACK
DESMOND	JAMES
KATHLEEN	JAMES
ANDREW	JENKINS
STEPHANIE	JOHNSON
REBECCA	JONES
PAUL	KAY
SCOTT	KEENAN
ANDREW	KELLY
KIRSTY	KELLY
META	KELLY
MOIRA	KERR
GAVIN	KINNELL
ROSETTA	LAFFERTY
JUNE	LAMONT

IAN	LANG
SHEILA	LEWIS
JAMIE	LEWIS
CHRISTOPHER	LITHGOW
JAMES	LOCHRIE
JAMES	LOCHRIE
CLARE	LOGAN
CLARE	LOGAN
DEREK	LOGAN
CALUM	MACDONALD
LORRAINE	MACDONALD
CHRISTOPHER	MACINNES
KIRSTEN	MACINTOSH
ALAN	MACKAY
SUZANNE	MACKENZIE
ALASTAIR	MACRAE
MELANIE	MAHONEY
NATASHA	MAHONEY
AMANDA	MARINELLO
IAN	MARSHALL
JAN	MARTIN
PAUL	MARTIN
SANDRA	MARTIN
LYNN	MATHIESON
CAROL	MAXWELL
MATTHEW	MCARTHUR
DAVID	MCCANN
MICHAEL	MCCANN
IAN	MCCARD
SUSANNE	MCCARNEY
GEORGE	MCCARTHY
CAROL	MCCARVILL
FIONA	MCCLURE

RORY	MCCORD
ANDREW	MCCORD
HEATHER	MCDONAGH
HEATHER	MCDONAGH
KENNETH	MCDONNELL
JANICE	MCEWAN
MOIRA	MCFADDEN
DAVID	MCFADYEN
KERRY	MCGEE
NICOLA-MARIE	MCGLYNN
JOHN	MCGOWAN
STEPHEN	MCGUIRE
GARY	MCGUNNIGLE
CALUM	MCINTOSH
MARY	MCKENZIE
RONALD	MCKINNON
CHRISTINE	MCLACHLAN
DAVID	MCLEISH
ESTHER	MCMASTER
SHONA	MCNEIL
ANTHONY	MCREAVY
JOHN	MCSHANE
ALISON	MEECHAN
KERR	MELVILLE
SARAH	MESSER
STACEY	METCALFE
ELIZABETH	MILLAR
JENNIFER	MILLAR
THOMAS	MILLAR
LORRAINE	MILLER
ROBIN	MILLER
YVONNE	MILLER
ALAN	MILLER

ISOBEL	MILNES
CARMEN	MONTESINOS
NEIL	MORRAN
GARY	MORTON
JANETTE	MULDOON
JOHN	MULLEN
LYNSEY	NG
DEBORAH	NICOL
MARY	ODELL
SHEILA	O'HARA
KASIA	ORR
DAVID	PENDER
CAROL ANNE	PENNIE
STEVEN	PERCY
GORDON	PHILLIPS
JAMES	PLATT
STEPHANIE	POTTS
SHEENA	POWRIE
LAURA	PROCTER
IAN	PYE
NICOLA	QUINN
CHRISTOPHER	QUINN
IRENE	QUIRK
CHRISTOPHER	RAEBURN
HILDA	RAMSAY
GRANT	RANKIN
GORDON	REID
SANDRA	REID
LUKE	REID
EUAN	REID
CAROLINE	RENEHAN
JOHN	REYNOLDS
ELIZABETH	RHODIE

THOMAS	RIELLY
AMANDA	ROBB
CAMPBELL	ROBERTSON
YVONNE	ROBERTSON
NINA	ROBERTSON
CALUM	ROSS
STEWART	RYAN
GIANLUCA	SARTI
LAURA	SCOTT
LYNN	SEMPLE
PAMELA	SHANKLAND
KIRSTY	SHEARER
PAUL	SHEPHERD
STEVEN	SHEPHERD
CAROLINE	SILVER
SCOTT	SIMPSON
ROSLYN	SINCLAIR
GURMEET	SINGH
AJAY	SINGH
JAYMIE	SMILLIE
GAVIN	SMITH
ELLEN	SMITH
WILLIAM	SMITH
JOAN	SMYTH
IAIN	STEWART
CRAIG	STEWART
JOHN PAUL	STIRLING
RYAN	STIRLING
ALEXANDER	STIRTON
OLIVIA	STOREY
MARIE	SULLIVAN
STEPHEN	SUMMERS
STEPHEN	TAIT

KAY	TELFORD
LEILANI	THOMSON
PETER	TODD
ALEXANDER	TODD
AMY	TOWNSEND
GARY	TROTTER
RHONDA	TURNBULL
DANIEL	VALLELY
CHRISTOPHER	VANCE
JULIA	WALKER
JOYCE	WALLACE
JILL	WALTON
CHRISTIE	WASSON
ROBERT	WATSON
JANICE	WEIR
ANDREW	WHITEFORD
LINDSAY	WHITHAM
ALISTAIR	WILLIAMS
SHONA	WILLIAMS
JANE	WILLIAMS
ANDREW	WILSON
CAROL	WILSON
ELISSA	WILSON
PETER	WILSON
SHIRLEY	WILSON
ANDREW	WILSON
LESLEY	WILSON
ANDREW	WISHART
ANDREW	WISHART
DOUGLAS	WOOD

SCHEDULE PART 6**RESTRICTED ACTIVITIES**

- 1 enter into any service or appointment contract with a director of the company on a remunerated basis;
- 2 with the exception of overdraft facilities up to a maximum of £100,000, 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;
- 3 permit the registration of any person as a member of the Company;
- 4 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;
- 5 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);
- 6 amalgamate or merge with any other company or undertaking;
- 7 vary in any respect its Articles of Association;
- 8 enter into any arrangement, contract or transaction outside the normal course of its business or otherwise than on arm's length terms;
- 9 without prejudice to any other provision of this Part of the Schedule 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;
- 10 change its accounting reference date from 31 March in each year;
- 11 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 (;
- 12 factor or assign any of the book debts of the Company;
- 13 establish any pension scheme as an alternative to becoming an Admission Body within the Local Government Pension Scheme (other than pursuant to Clause 10.6 of this Agreement);

SCHEDULE PART 7

PERFORMANCE REPORT

Performance Reporting Requirements

The Local Government in Scotland Act 2003 places a duty on councils to make arrangements for meaningful partnership working and to secure continuous improvement in performance. It also places a duty on councils for the reporting to the public on service performance. As a result the Company must demonstrate the principles of securing best value in aspects of: partnership working, financial and service planning and evaluation; service performance and public reporting. This schedule specifies the overarching partnership, planning, financial, performance information and reporting requirements.

Strategic Planning and Self Evaluation

The Company shall contribute to the existing strategic planning and self evaluation arrangements for East Renfrewshire Community Planning Partnership (CPP) and the Council. The Company shall carry out an annual self evaluation exercise as part of reviewing services. The Company shall participate fully in the work of the Community Planning and the Community Learning and Development Partnerships.

Thereafter, through its Business Plan, the Company shall specify the key areas of work and associated costs planned to affect relevant outcomes in the CPP Single Outcome Agreement and the Council's Outcome Delivery Plan (ODP). Key activities will be included within the ODP wherever relevant. The timescales for review should be completed to meet the requirements of the CPP (and any national expectations and guidance set out by the Scottish Government) and the Council's strategic planning cycle.

In relation to Community Planning the Company will provide data required for Key Performance Indicators linked to the delivery of the Single Outcome Agreement or its successors. The Company will participate fully in any community planning working arrangements and associate self-evaluation and improvement activity.

While the Company is autonomous the Council retains an obligation to ensure it is operating effectively. To fulfil the Best Value requirements around self-evaluation the Company, by means of its Business Plan, will provide the data required to enable the Council to assess relative risk of the Company's arrangements. The Company may wish to undertake its own self-evaluation and the Council could provide support in this regard.

In preparation for Financial Year 16/17, the Company will consider and agree with the Council the appropriate level of contribution to the Community Planning Partnership's Single Outcome Agreement and the Council's Outcome Delivery Plan (and incorporate such agreement into the Business Plan as appropriate). Any contributions should fit with timescales of the Council's strategic planning cycle and it would be helpful if the information was submitted via the Council's performance information system - Covalent. Details on Covalent support, guidance and training are specified in the Community Resources, Corporate Equalities Unit, Policy and Improvement Unit and Project Management Office Service Level Agreement.

CPP and Council Performance Review

The Company will contribute to the CPP and Council's existing performance review arrangements. The Chief Executive of the Company will take up membership of the CPP Performance Accountability Review (PAR), or any future equivalent working arrangements. The PAR meets twice yearly, at a minimum, to discuss performance and delivery against SOA outcomes and identify areas for service improvement. An update and performance data from the PAR also forms part of the strategic performance report to Council.

Performance against the Company's targets in the SOA; and any targets and activities in the ODP will be monitored at a CPP and the Council level on a six (6) monthly financial year basis. The Company will provide data updates and commentary by mid April (end Financial Year data) and mid October (mid Financial Year data) to feed into the CPP and Council's strategic performance report.

Performance Reporting

To give assurance on the quality and standards of services, and to meet statutory reporting requirements on financial, service performance, equality and complaints information the Company shall provide the CPP and the Council with specified financial and performance monitoring information.

Service Performance and Complaints Reporting

There are two further areas in terms of service performance, data collection and reporting requirements. Firstly, the statutory requirements set out in an annual direction from Audit Scotland¹ and on complaints handling indicators set out in Scottish Public Sector Ombudsman (SPSO) guidance².

The Improvement Service coordinates the collection and analysis of the statutory national Local Government Benchmarking Framework (LGBF) indicator dataset for all thirty-two (32) councils and reports nationally. The Company has a number of cost and performance indicators included in the LGBF data set. Therefore, the Company must have in place effective systems and procedures to ensure that accurate data, contextual information and improvement activity is gathered, monitored and submitted to the Council by end June each year. A comparative report on LGBF data is considered by Cabinet in the February of the following year. The Company shall contribute to this report on matters that are relevant to the Company's business areas.

The Company shall also feed any contextual narrative or commentary to support the Partnership and Council meet public performance reporting requirements set out in more detail in the Audit Scotland Direction referenced above.

Complaints Handling

The Scottish Public Services Ombudsman (SPSO) introduced a national complaints' handling procedure (CHP) and performance reporting framework in 2013. The Company must adopt the same two stage model and demonstrate that it has the necessary systems and procedures in place to deal with and record complaints; and report on complaints handling performance, against a set of nationally prescribed indicators.

¹ Statutory Performance Indicators - Direction and Guidance, 2014. Prepared by Audit Scotland on behalf of the Accounts Commission. (January 2015)

² Scottish Public Services Ombudsman (SPSO) Performance Indicators for Local Authority Complaints Handling Procedures.

SCHEDULE PART 8

OCCUPATIONAL ARRANGEMENTS

A: EXISTING OCCUPATIONAL ARRANGEMENTS

Occupier	Service Provided	Building
Skills Development Scotland	Employability service	Foundry
Lanarkshire Enterprise	Business development	Foundry
L & C Brown Ltd.	Catering outlet	Foundry Cafe
Beangrinder Coffee Company Limited	Catering outlet	Eastwood Park Culture & Leisure Cafe
Mure Hall Company	Community hall management service	Mure Hall
East Renfrewshire Council, Corporate and Community Services (The Edge)	Youth work facility	Fairweather Hall

B: AGREED BUT NOT IMPLEMENTED OCCUPATIONAL ARRANGEMENTS

Occupier	Service Provided	Building
East Renfrewshire Council, WorkER	Employability service	Foundry

SCHEDULE PART 9
FORM OF ADMISSION AGREEMENT
[to be inserted]

APPENDIX D

SUPPORT SERVICES AGREEMENT

between

EAST RENFREWSHIRE COUNCIL

and

EAST RENFREWSHIRE CULTURE & LEISURE LIMITED

2015

**Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: ARI.RHC.EAS24.26**

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SUPPORT SERVICES AGREEMENT

between

EAST RENFREWSHIRE COUNCIL, a local authority constituted in terms of the Local Government etc. (Scotland) Act 1994 and having a principal office at Eastwood Park, Rouken Glen Road, Giffnock, Glasgow, G46 6UG (hereinafter referred to as "**the Council**");

and

EAST RENFREWSHIRE CULTURE AND LEISURE LIMITED, a limited company incorporated under the Companies Acts with registration number SC486489 and having its registered office at Annex, Ground Floor, St John's, 18 Commercial Road, Barrhead G78 1AJ (hereinafter referred to as "**the Company**"),

each a "**Party**" and together the "**Parties**".

WHEREAS

- (A) The Council wishes to deliver to the Company, and the Company wishes to have delivered to it, certain Support Services.
- (B) In order to document the provision of such Support Services and all other matters connected therewith the Parties have agreed to enter into this Agreement.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

1.1 In this Agreement including in the recitals above, the following words and expressions shall have the following meanings (unless the context otherwise requires):

- 1.1.1 "**Agreement**" means this agreement between the Parties;
- 1.1.2 "**Asserted Council Transferring Employees**" means any individual whose contract of employment is transferred from the Council to the Company or any New Supplier by virtue of the Employment Regulations or any person who asserts that his contract of employment has so transferred (or, in either case, would have transferred but for its termination) on cessation of the provision of the Support Services or part thereof by the Council;
- 1.1.3 "**Company Nominee**" means Anthony McReavy, the Company's chief executive or such other person as may be appointed by the Company as its chief executive or such other person as may be nominated by the Company to be the Company's nominee and intimated to the Council as such;

- 1.1.4 “**Council Nominee**” means such person nominated by the Council to be the Council’s nominee and intimated to the Company as such;
- 1.1.5 “**Effective Date**” means 2 July 2015 or such other date as agreed by the Parties from time to time;
- 1.1.6 “**EIR**” means Environmental Information (Scotland) Regulations 2004;
- 1.1.7 “**Employment Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 1.1.8 “**Financial Year**” means the Council’s financial year running from 1 April to 31 March;
- 1.1.9 “**FOISA**” means the Freedom of Information (Scotland) Act 2002;
- 1.1.10 “**Good Industry Practice**” means in respect of a party, 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 which that Party is obliged to deliver pursuant to this Agreement;
- 1.1.11 “**Group**” means the Company and any Subsidiaries and the Trading Company and any Subsidiaries and “**Group Company**” shall be interpreted accordingly;
- 1.1.12 “**Law**” means any applicable law, enactment, statute, proclamation, bye-law, directive, decision, court decree, regulation, rule, order, notice, rule of court or delegated or subordinated legislation, whether now or hereafter in effect;
- 1.1.13 “**New Supplier**” means a supplier (who is not the Council) appointed by the Company or by any Group Company to supply the Support Services (or similar services) or part thereof in succession to the Council on expiry of this Agreement or the earlier cessation of the provision of the Support Services or part thereof;
- 1.1.14 “**OSCR**” means the Scottish Charity Regulator constituted in terms of the Charities and Trustee Investment (Scotland) Act 2005 or any subsequent or replacement body;
- 1.1.15 “**Review Group**” means a review group consisting of the Council Nominee and the Company Nominee;
- 1.1.16 “**Schedule**” means the schedule annexed to this Agreement;
- 1.1.17 “**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 FOISA, as such code may be amended or replaced from time to time;

- 1.1.18 **"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;
- 1.1.19 **"Support Services"** means all of the services to be provided from time to time pursuant to this Agreement, and as described in the Support Services Specification;
- 1.1.20 **"Support Services Specification"** means the interim specification and description of the Support Services set out in Part 1 of the Schedule as amended from time to time in accordance with terms of this Agreement;
- 1.1.21 **"Trading Company"** means East Renfrewshire Culture & Leisure (Trading) Limited (a company registered in Scotland with number SC486591);
- 1.1.22 **"Transfer Date"** means the date or dates on which the contracts of employment of the Asserted Council Transferring Employees transfer to the Company or any New Supplier pursuant to the Employment Regulations upon expiry or termination (including partial) of this Agreement or the earlier cessation of the provision of the Support Services or part thereof;
- 1.1.23 **"VAT"** means value added tax payable under the Value Added Tax Act 1994 or under any directives or regulations adopted by the Council of the European Union which relate to value added tax or any similar tax introduced in substitution therefor;
- 1.1.24 **"Working Days"** means Monday to Friday excluding days on which the banks in Glasgow are not open for general business.
- 1.2 Headings are for ease of reference only and shall not affect the construction or interpretation of this 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, and references to persons shall include firms and bodies corporate;
- 1.3.2 reference to a Clause or a Sub-Clause is to the relevant clause or sub-clause of this Agreement, a reference to a Part is to a Part of the Schedule, and a reference to an Appendix is to an Appendix of a Part of the Schedule, in each case 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.

2 The Council's obligations

- 2.1 The Council shall provide to the Company for no consideration the Support Services:
 - 2.1.1 in accordance with the Support Services Specification (subject to Clause 2.3);
 - 2.1.2 with reasonable skill and care and in accordance with Good Industry Practice;
 - 2.1.3 in accordance with all Law from time to time in force,
 - 2.1.4 from the Effective Date until 31 March 2017 and on a rolling 12 monthly basis thereafter.

- 2.2 Either Party may serve notice on the other terminating the Support Services (in all or part), with such termination taking effect at the end of the Financial Year in which such notice was served provided that such notice is served prior to 31 August in such Financial Year. Notice served to terminate in accordance with this Clause 2.2 served on or after 1 September shall not take effect until the end of the subsequent Financial Year, unless otherwise agreed by the other Party in writing.
- 2.3 The obligation of the Council to provide to the Company the Support Services is limited to the volume of services delivered by the Council to its culture and leisure services in the year immediately prior to the Effective Date. The Council shall notify the Company as far in advance as possible if it considers that the volume of Support Services provided or requested is approaching this limit, with a view to agreeing the best way to secure the delivery of additional support services to ensure the Company continues to deliver culture and leisure services to the Council to enable the Council to discharge its statutory duty to deliver cultural and leisure services in East Renfrewshire.
- 2.4 Within three (3) months of the Effective Date the Parties shall meet to commence the process of review and consideration of all aspects of the Support Services Specification and, in good faith and acting reasonably, shall each propose and consider (and if appropriate agree and document) any improvements or amendments to the Support Services Specification and within nine (9) months of the Effective Date the Parties shall have concluded such review of and amendment to the Support Services Specification.
- 2.5 The Review Group will monitor and, if necessary, review the arrangements relative to this Agreement to ensure that the Support Services are being delivered by the Council to the Company in accordance with the terms of this Agreement and shall meet on a quarterly basis to do this.
- 2.6 On an annual basis the Review Group shall meet to review and consider all aspects of the Support Services including to (i) ensure that the Support Services meet the Company's expectations and (ii) ensure that the required levels of Support Services are at least maintained and, in good faith and acting reasonably, shall each propose and consider (and if appropriate agree and document) any improvements or amendments to the Support Services.
- 2.7 The Parties will establish a relationship between key team members to deal with the day-to-day matters that may arise under this Agreement. This will be handled in a proactive and inclusive manner to ensure that the Support Services are being delivered by the Council to the Company in accordance with the terms of this Agreement. Any issues arising from this day-to-day contact that cannot be resolved amicably will be referred to the Review Group by either Party to seek final resolution of the matter.
- 2.8 The Company shall be entitled to monitor the operational performance of the Council, to establish if and to what extent the Council has complied in its provision of the Support Services with its obligations under this Agreement.

3 Transfer of Employees

3.1 The Council shall take all necessary steps to arrange the Council's staff and, if applicable, procure that any subcontractor arranges its staff in relation to the provision of the Support Services in such a way that no individual at any time (i) forms part of an organised grouping of employees which has as its principal purpose the provision of all or part of the Support Services or (ii) is wholly or mainly assigned to the provision of all or part of the Support Services and consequently that no contract of employment of any individual will transfer from the Council or any subcontractor to the Company or to any Group Company or to any New Supplier by virtue of the Employment Regulations on the cessation or partial cessation of the provision of the Support Services or otherwise.

3.2 Without prejudice to Clause 3.1, the Council will on demand by the Company, indemnify the Company and each Group Company and each New Supplier against (or, at the option of the Company, indemnify the Company on its own behalf and/or on behalf of such New Supplier and as a separate obligation undertakes to pay to the Company the amount of, all losses, fines, penalties, awards, liabilities, costs, damages and expenses (including reasonable legal expenses on an indemnity basis) which the Company and/or such Group Company and/or such new Supplier may incur (directly or indirectly):

3.2.1 in connection with the employment or termination of employment of any Asserted Council Transferring Employee at any time up to the Transfer Date;

3.2.2 in connection with the employment or termination of employment of any Asserted Council Transferring Employee from and including the Transfer Date provided the Company or such Group Company or such New Supplier terminates the employment of any Asserted Council Transferring Employee (in so far as it has not already terminated) within 30 Business Days of becoming aware of such transfer or alleged transfer; and

3.2.3 as a result of any failure to comply with Regulation 13 or Regulation 14 of the Employment Regulations in respect of any Council Transferring Employee.

3.3 Deed of indemnity

If requested by the Company, the Council will, within 10 Working Days of a request to do so, enter into a deed of indemnity with any Group Company and/or any New Supplier to give effect to the provisions of this Clause 3.

4 Confidentiality

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

4.1.1 "**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;

- 4.1.2 "**Discloser**" means any person (being either the Council or the Company, as appropriate) disclosing Confidential Information to which this Agreement applies;
 - 4.1.3 "**Permitted Purpose**" means for the purposes contemplated by this Agreement and for no other purpose; and
 - 4.1.4 "**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.
- 4.2 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:
- 4.2.1 use the Confidential Information only for the Permitted Purpose; and
 - 4.2.2 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.

- 4.3 Clause 4.2 does not prohibit disclosure of Confidential Information:
- 4.3.1 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;
 - 4.3.2 to a Recipient's auditors (whether external or internal), professional advisers, HMRC, the Accounts Commission for Scotland, a relevant statutory Ombudsman, OSCR and any other person having a statutory regulatory right to request and receive that information;
 - 4.3.3 where the Recipient is required to disclose such information in response to a request which it has received for information under or in terms of FOISA or the EIR provided that, in doing so, the Recipient acts in accordance with the guidance set out in the Section 60 Code, including by consulting with the other Party prior to any such disclosure or other publication, if and to the extent necessary to comply with that guidance; or

4.3.4 in the case of the Council, to its elected members.

4.4 Clause 4.2 does not apply to information which a Recipient can show by reference to documentary or other evidence:

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

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

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

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

4.4.5 is trivial or obvious.

Each Party will make reasonable efforts to ensure that anyone mentioned in Clause 4.3 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.

4.5 Without prejudice to the provisions of Clause 4.2.2, a Recipient shall use equivalent care in protecting the confidentiality of Confidential Information as that which it uses to protect its own information of a similar sensitivity and importance.

4.6 Where the Council receives a request for information under FOISA or the EIR in relation to the provision of the Services or the Facilities or any of the matters contemplated by this Agreement it may request that the Company and any other member of the Group, at the reasonable cost of the Council:

4.6.1 provide the Council with a copy of all information in its possession or power in the form that the Council requires within ten (10) Working Days (or such other longer period as the Council may specify) of the Council's request; and

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

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

4.7 The Company shall be responsible for ensuring that any Group Company 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.

4.8 Where the Company receives a request for information under FOISA or the EIR in relation to the operation of the Facilities or any of the matters contemplated by this Agreement it may request that the Council:

4.8.1 provides the Company with a copy of all information in its possession or power in the form that the Company requires within ten (10) Working Days (or such other longer period as the Company may specify) of the Company's reasonable request; and

4.8.2 provide all necessary assistance as reasonably requested by the Company to enable the Company to respond to a request for information under FOISA or the EIR within the time for compliance set out in section 10 of FOISA or regulation 5 of the EIR and to deal with any application for review of decisions and/or appeal against decisions,

and if the Company so reasonably requests, the Council will comply with such request.

5 Data protection

5.1 In this Clause:

5.1.1 "DPA" means the Data Protection Act 1998; and

5.1.2 "Personal Data" and "Processing" have the meanings given to them in the DPA (and "Process" shall be construed accordingly).

5.2 The Company and the Council will each take all necessary steps to ensure that in performing their obligations under this Agreement they operate at all times in compliance with the DPA.

5.3 If the Council passes to the Company, or otherwise gives the Company access to, Personal Data under this Agreement:

5.3.1 the Company will not Process that Personal Data except for the purposes of the Agreement and in accordance with the instructions of the Council;

5.3.2 the Company will not acquire any rights in that Personal Data, and will return the Personal Data to the Council immediately, if the Council asks it to do so;

5.3.3 the Company will put in place appropriate technical and organisational measures against unauthorised or unlawful Processing of that Personal Data, and against accidental loss or destruction of or damage to that Personal Data, in compliance with the DPA;

5.3.4 the Company will permit the Council access to the Company's personnel and records on at least five (5) Working Days' notice, for the purposes of inspecting, testing and

auditing the technical and organisational measures put in place by the Company under Clause 5.3.3;

- 5.3.5 the Company will promptly take whatever steps are necessary to comply with any requirement made by the Council to ensure that the technical and organisational measures put in place by the Company comply with the DPA; and
 - 5.3.6 the Company will not transfer any of that Personal Data outside the European Economic Area, except upon the express written instructions of the Council, and in accordance with any additional terms which the Council imposes on such transfer.
- 5.4 The Council warrants that such Personal Data has been collected lawfully and in accordance with the DPA and that the Council has the right to share this Personal Data with the Company.
- 5.5 If the Company passes to the Council, or otherwise gives the Council access to, Personal Data under this Agreement:
- 5.5.1 the Council will not Process that Personal Data except for the purposes of the Agreement and in accordance with the instructions of the Company;
 - 5.5.2 the Council will not acquire any rights in that Personal Data, and will return the Personal Data to the Company immediately, if the Company asks it to do so;
 - 5.5.3 the Council will put in place appropriate technical and organisational measures against unauthorised or unlawful Processing of that Personal Data, and against accidental loss or destruction of or damage to that Personal Data, in compliance with the DPA.
 - 5.5.4 the Council will permit the Company access to the Council's personnel and records on at least five (5) days' notice, for the purposes of inspecting, testing and auditing the technical and organisational measures put in place by the Council under Clause 5.3.3;
 - 5.5.5 the Council will promptly take whatever steps are necessary to comply with any requirement made by the Company to ensure that the technical and organisational measures put in place by the Council comply with the DPA; and
 - 5.5.6 the Council will not transfer any of that Personal Data outside the European Economic Area, except upon the express written instructions of the Company, and in accordance with any additional terms which the Company imposes on such transfer.
- 5.6 The Company warrants that such Personal Data has been collected lawfully and in accordance with the DPA and that the Company has the right to share this Personal Data with the Council.

6 Severance

6.1 If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Agreement, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7 Breach of this Agreement

7.1 Without prejudice to Clause 8.1, if either Party, acting reasonably, considers that the other is in breach of this Agreement it shall be entitled to serve notice detailing the breach in question. On receipt of said notice the receiving Party undertakes to respond within ten (10) Working Days with the prime aim being to remedy the breach in question within this timescale. A breach of this Agreement includes the following:

7.1.1 failure by the Council to provide the Support Services in accordance with the terms of this Agreement;

7.1.2 failure by the Council to meet substantially all of the agreed key performance indicators over a period of six months;

7.1.3 failure by the Company to provide all reasonable assistance required by the Council to allow it to perform its duties; and

7.1.4 material failure by either party to meet any of the obligations owed by them to the other in terms of Clause 5.

7.2 If there is no response to the notice within ten (10) Working Days or, if in the reasonable opinion of the sender of the notice, the response is inadequate, then the sender of the notice may convene a meeting of the Review Group in order to review the position.

8 Termination

8.1 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:

8.1.1 subject to Clause 8.2, if the Company commits a material breach of any of its obligations contained in this Agreement or any other agreement with the Council relative to the Support Services;

8.1.2 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;

- 8.1.3 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;
- 8.1.4 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;
- 8.1.5 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 (7) days;
- 8.1.6 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;
- 8.1.7 if the Company ceases to or threatens to cease to carry on its business or substantially the whole of its business;
- 8.1.8 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, met with the Company within five (5) Working Days of specifying the breach in question to discuss how to resolve a breach, and agreed with the Company such reasonable period (being not less than thirty (30) Working Days) in all the circumstances to remedy the same, and the Company has failed to so remedy the breach.

- 8.2 The Company shall not be in breach of its obligations under this Agreement and the Council shall not be entitled to terminate this Agreement pursuant to Clause 8.1.1 where the Council's failure to undertake any or all of its obligations in this Agreement or any other agreement with the Company has contributed in whole or in part to the material breach by the Company of its obligations.
- 8.3 In relation to each of the events set out in Clause 8.1, 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 (5) Working Days of the occurrence of any such event.
- 8.4 The Company may terminate this Agreement by not less than fourteen (14) days' written notice to the Council if the Council commits a material breach of this Agreement, and fails to remedy that

breach within thirty (30) days of the Council's receipt of a written notice from the Company specifying the breach, and asking the Council to remedy it.

9 Statutory Successors

9.1 The Council shall be entitled to assign or otherwise transfer 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 culture and leisure services have been transferred (unless and to the extent that such assignation or transfer has occurred as a matter of law in which case all references in this Agreement to “**the Council**” shall include its statutory successors) but, otherwise, shall not be entitled 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).

10 Notices

10.1 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.

10.2 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 (2) 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.

11 General

11.1 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.

11.2 This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to all matters governed hereby.

11.3 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement. No waiver shall be effective unless it is expressly stated to be a waiver in a notice to the other Party.

12 Costs and further assurance

12.1 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 Effective Date.

12.2 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.

13 Governing law

13.1 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.

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

Signed on behalf of **EAST RENFREWSHIRE COUNCIL** by

_____	(Signature)	Common Seal
_____	Gerry Mahon	
_____	Chief Officer - Legal & Procurement and authorised signatory	
_____	(Place of Signature)	
_____	(Date of Signature)	

Signed on behalf of **EAST RENFREWSHIRE CULTURE & LEISURE LIMITED** by

_____	(Signature)	in the presence of this witness
_____	(Full Name)	_____ (Witness' Signature)
_____	(Position)	_____ (Full Name)
_____	(Place of Signature)	_____ (Address)
_____	(Date of Signature)	_____

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SUPPORT SERVICES AGREEMENT
BETWEEN EAST RENFREWSHIRE COUNCIL AND EAST RENFREWSHIRE CULTURE & LEISURE
LIMITED**

SCHEDULE PART 1

SUPPORT SERVICES SPECIFICATION

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Accountancy and Audit Services

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Service Level Agreement



Service Input

Directorate
Chief Executive's Office
Service Area
Accountancy Services
Author / key contact for the Company (equivalent to HR business partner)
Barbara Clark
Objectives and Scope of Service
Accountancy services will provide financial support and guidance in line with this agreement and up to current usage levels, as agreed with East Renfrewshire Council's Head of Accountancy (additional usage is available for additional cost), however it must be noted that the Company requires to be accountable for their budget and financial returns. It is expected that the Company will appoint its own External Accountants through a procurement exercise in sufficient time to allow the annual accounts to be produced and audited. In addition the external accountants would be expected to make all required corporation tax and OSCR returns.
Services to be provided/standards/commitments
<p><u>Budgeting and Financial Planning</u></p> <ul style="list-style-type: none"> • Prepare and distribute budget guidance, timetables and reports • Assistance with preparing annual estimates and budgets • Assist with preparing financial analysis and information necessary to support mid to long term financial planning • Upload final version of approved budget to general ledger • Provision of trial balance and other financial information to allow the Company to meet submission deadlines for all statutory financial returns • Process approved budget virements and profiling • Provide period end ledger prints and transactional data to allow the preparation, in consultation with the Company managers, of periodic budget reporting for submission to the Company Board • Assist with preparing ad hoc financial reports for the Company Board • Provision of financial advice in respect of the process of budget monitoring <p><u>Financial Systems</u></p> <ul style="list-style-type: none"> • Provide a financial management system via corporate systems – including : General Ledger; Accounts Payable; Income Management • Provide systems support services – processing of feeders and journals, updating and maintenance of coding structures • Implementation of routine software upgrades in line with timescales adopted by East Renfrewshire Council • Maintain standard reporting templates and functionality to support in year financial reporting requirements • Application of routine system developments and maintenance of test systems • Reconciliation of all feeder systems to ensure integrity of core financial systems

- Assist with development of ad hoc reporting requirements
- Manage all interfaces with approved subsidiary systems(Eprocurement) where these are available / utilised

Financial Reporting

- Prepare and distribute year end instructions, deadlines and timetable as they relate to the closure of the core financial systems and modules
- Process all year end accounting entries to ensure the financial ledger records all transactions and postings to support the preparation of statutory financial statements
- Preparation of final trial balance to enable the statutory financial accounts and OSRC returns etc to be completed timeously by an External Accountancy firm.
- Preparation of fully documented working papers supporting the accruals and other financial transactions recorded in the Company trial balance
- Provision of any clarification of financial information necessary to support annual reporting requirements of the Company
- Support the Company where clarification is sought or requested from the external auditor as regards to transactions recorded in the financial systems

Creditor Payments

- Key all appropriately certified and coded creditor invoices and payment requests to Efinancials – Creditors
- Process payment by the due date , subject to receipt within agreed processing timescales, by BACs or cheque
- Maintain the standing list of suppliers subject to receipt of appropriate verification from the Company of details as may be required
- Ensure that appropriate arrangements are in place for the submission of BACs files, including the control of and release of payment files for BACs and cheques
- Provide general advice and guidance in respect of the payment of invoices and payment requests
- Ensure that an appropriate procedure is in place to update and maintain an authorised signatory list for the Company
- Liaise with the Company's bank account, in agreement with the Company, to arrange for any stop or cancel cheque requests to be actioned
- Provide read only access to Creditors to allow the Company to respond directly to supplier queries

Income Management / Cash Receipting

- Provide for the secure uplift and lodgement of income as part of the Council's term contract
- Ensuring that income received is reconciled and allocated to the appropriate ledger codes within the general ledger
- Reconciliation of income bank account(s)

VAT

- Provision of transactional data extracted from the financial ledger to allow the completion and submission of statutory returns to HMRC
- General VAT advisory services
- Access to complex VAT / tax advisory services if unavailable within ERC as required (at an additional cost)

Treasury Management

- Monitor bank account balances, in conjunction with the Company, and arrange for any transfer of its surplus balances to the Investment Account
- Control of and release of CHAPs payment files
- Ensuring the Company that there are sufficient operational funds
- Maintain an overdraft facility for the Company of £100,000

<p><u>Efficiencies</u></p> <ul style="list-style-type: none"> • Work in conjunction with the Company to agree, monitor and evidence achievement of efficiencies at an overarching level to allow them to be included in the Council's Annual Efficiency Statement.
<p>Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)</p>
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
<p>Duties and Responsibilities of both parties</p>
<p>The Company will be accountable for their budget and financial returns and all financial decisions will be made in accordance with East Renfrewshire's Financial Regulations and scheme of delegation (until the Company Board has approved their own documents)</p> <p>The Company will co-operate with the Council and provide it with all such information and assistance as Accountancy Services will reasonably require to facilitate the provision of service.</p>
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the "review period" unless something robust exists for your area)</p>
<p>Not applicable</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>The provision of the annual accounts and audit of this document, along with completion of corporation tax and OSCR returns. ERC will continue to provide accounting data to allow the final preparation of accounts to be undertaken. This would have to be part of a procurement exercise by the Company.</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from "go live" date.</p>
<p>The Company will be required to adopt relevant aspects of the Council's Financial Regulations, which provide the framework required to ensure appropriate governance and internal controls are in place.</p>
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>The Council will have an arrangement with an outside accountancy firm for the provision of VAT returns and VAT advice in this first year of operations.</p>

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Service Level Agreement

Service Input

Directorate
Chief Executives Office
Service Area
Internal Audit
Author / key contact for the Company (equivalent to HR business partner)
Michelle Blair
Objectives and Scope of Service
Internal audit will provide an independent and objective internal audit service directly to the Company based on an agreed number of days each year.
Services to be provided/standards/commitments
Internal audit will allocate a maximum of twenty (20) days each year to carry out planned audits. The specific areas selected for review each year will be based on a risk assessment and will take into consideration the views of the Company and the Council. Final decision on which areas will be audited rests with the Chief Auditor.
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
<p>The Internal Audit service is based at Council Headquarters, Eastwood Park.</p> <p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
Duties and Responsibilities of both parties
<ul style="list-style-type: none"> • All internal audit staff on production of identification will be given the same access rights to the Company premises, records and staff as afforded to them in the Councils' Financial Regulations para 24.4 • It is the responsibility of the Company management to ensure that adequate systems of internal control are in place. • The Company will inform internal audit of any material thefts or suspected irregularities. The Chief Auditor or their representative will agree with the Company Chief Executive or their representative whether internal audit will then have to carry out an investigation and what form this will take. The time taken to carry this work out will be treated as unplanned work and is not included within the planned twenty (20) days. • Unplanned audit work and advice may be provided to the Company on request but only if internal audit days are available and this is not to the detriment of providing an internal audit service to the Council. Internal audit staff will record all time spent on the Company and any days in excess of twenty (20) days per annum will be notified to the Council and will be reimbursed to internal audit prior to the calculation of central support costs for council services.

<ul style="list-style-type: none"> • The Company will name a designated officer to receive all management reports for the Company and be the key contact for internal audit queries. • Internal audit will prepare an output following the completion of all internal audit work carried out for the Company. The format of this output may vary and can take a number of forms including but not limited to an audit report, an internal memo or email. • Internal Audit will provide the Company an opportunity to comment of the accuracy of any management report content before it is formally issued. • The Company will normally respond to all audit reports within 5 weeks of issue of the report unless specified/agreed otherwise. • It is expected that following agreement between the Company and Internal Audit the Company will implement internal audit recommendations promptly and within any agreed timescales. The Company is responsible for ensuring that the recommendations are implemented. • Internal Audit work carried out on behalf of the Council as the client may result in recommendations that may also be relevant for the Company. The Company and Council need to agree a mechanism for these recommendations to be reported, agreed and implemented by the Company as Internal Audit will not issue these reports directly to the Company. • Internal audit should have access to the external auditors of the Company and all their outputs. • Internal audit must be able to share confidential information received from the Company within the Council as deemed appropriate by internal audit. • Internal audit testing of services where the Council is the client (eg payroll, financial ledger etc) may include samples relating to Company assets, liabilities and employees but no guarantee is given that this will be the case, therefore assurances available in these areas may be limited. Internal Audit will not provide an annual opinion to the Company. • Internal Audit will have right of access to all members of the Company's Board and be able to bring to their attention directly any areas of concern.
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the "review period" unless something robust exists for your area</p>
<p>Not applicable</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>Not applicable</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from "go live" date.</p>
<p>The Council will not require to adopt any policies or procedures originating from internal audit.</p> <p>Audit reports will be considered issued to the Company Chief Executive. ERC observers will be present at Board meetings.</p>
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>Not applicable</p>

Corporate and Community Services

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Service Level Agreement

Service Input

Directorate
Corporate and Community Services
Service Area
Communications Service
Author / key contact for the Company (equivalent to HR business partner)
Louisa Mahon/Joanne Quinn
Objectives and Scope of Service
<p>The role of the communications team is to increase public awareness of the services provided by the Council and the functions it performs; and to explain to electors and ratepayers the reasons for particular policies and priorities. There is a similar responsibility to engage with employees and wider stakeholders.</p> <p>The service aim is to foster a positive culture within the Council through open and honest communication. And through integrated communications, tell people locally and nationally about the services we provide.</p> <p>The service provides agency-style communication support to all Council services and supports the Council's statutory requirement to report on performance and engage in regular communication with local people.</p> <p>The team provides a number of services:</p> <ul style="list-style-type: none"> • Media relations - this includes proactive media engagement and media enquiry services • Digital – development of Council website, management of social media channels and ER online newsroom • Marketing, design and production - the marketing, design and production team manage the ERC brand. The team are responsible for developing strategic marketing campaigns and for producing Council publications. • Printing service provides a corporate wide printing resource for Council. • Events – production of the Council's flagship event programme
Services to be provides/standards/commitments
<p>Media relations - Press enquiry handling and positive media announcements, press calls, photo calls and media briefings, crisis communications</p> <ul style="list-style-type: none"> • Generate free positive editorial/broadcast coverage to the value of £60,000 (value at point of transfer) per annum (Estimated Advertising Value/EAVs) for leisure, libraries and culture, and halls • Positive media management will include the issue of photographs and media information via broadcast, press, Council website and the Council's main social media channels • All press enquiries will be managed to reporter deadline • No comment provided unless exceptional circumstances • Standard press office hours will apply, supported by emergency out-of-hours <p>Marketing, design & production – This will include the development of a Brand identity for the Company and the design and production of bespoke marketing materials. This will cover pre-determined items to be agreed at first 6-weekly communications meeting and may include the following regular current publications:</p>

- Theatre programme * 4 per annum
- Sports for all * 3 per annum
- Children Holiday Activity brochures * 3 per annum
- Sports Services newsletter * 2 per annum
- The Barrhead Foundry programme * 3 per annum

It is recognised that the nature of these publications will shift over time.

General design and print support for halls, libraries, swimming lessons, gym and fitness and football development is currently provided on an ad-hoc basis. The 2014/2015 design and print activity is appended.

Additional marketing support that is required can be procured via ERC Communications at a cost to the Company.

Digital – ERC Communications will provide an advisory role that includes a content review of major service areas, provision of training and support for web and social media authors and ongoing advice and contact through digital network of web and social media authors. Management of Company services social media channels and web updates are not included in this SLA. This is an existing function of the Theatre, Leisure and Library teams.

Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)

The service will be available during normal office hours, excluding public holidays and weekends:

- Monday to Thursday: 8.45 am – 4.45 pm
- Friday: 8.45 am - 3.55 pm

With the exceptions of an out of hours emergency media contact service and occasional evening PR and communication requirements.

Duties and Responsibilities of both parties

- ERC Comms will only provide a Communications Service direct to The Company and not to any 3rd party or Company partner.
- ERC Comms will provide a key contact to act as an account manager for all marketing and communications support required by The Company.
- The Company will provide a central contact to co-ordinate the briefing of all their marketing and communications requirements to ERC Comms.
- All marketing, communications and PR related activity to be carried out by ERC Comms should be briefed using the official briefing process that the Comms Team will advise on.
- ERC Comms will acknowledge all work requests within 24 hours
- ERC Comms will have a 6-weekly planning meeting between Company and ERC key contacts to discuss progress and identify priorities for the Company. This will include an update on hours allocated/remaining (determined as per Council departments allocation), EAVs progress and social media activity.
- The ERC media protocol will apply to all media relations activity, and named spokespeople will include the Company Board Chair and the Company Chief Executive. ERC Comms will seek approval for comments from named spokespeople prior to release.
- All comments to media will be attributed to a ‘Company spokesperson’.
- A minimum notice period of 3 weeks will be required for photo calls and proactive media relations – this will enable us to plan and meet weekly paper deadlines
- ERC Comms will monitor media coverage provided to the Company on a daily basis and will upload this to our media database. A monthly report on coverage and social media trends relating to the Company will be provided to the Company key contact.
- The Company will be responsible for booking all external media direct with media suppliers, such as local newspaper or outdoor advertising, and will raise their own PO and invoicing as required. ERC Comms will provide any production requirements as briefed.
- For all printed communications and brochures produced by ERC Comms, copy will be provided by the Company copy ready. Any copy writing required should be specifically

<p>briefed and will be over and above the SLA.</p> <ul style="list-style-type: none"> • ERC Comms will cross-promote all Company marketing and communications messages through the ER Online newsroom and the Council's main social media channels where appropriate. • ERC Comms will ensure all cross promotions link to the Company's official social media and website. • The Company will be responsible for managing their own online newsroom and ERC Comms will be responsible for sending all media releases to the Company for posting. • The Company will be responsible for responding to Customer Feedback generated through its pages on the website. ERC Comms will carry out a 6-monthly review with the Company on digital performance. • ERC Comms will issue an annual customer survey to cover Print, Marketing & Design and Press to the Company services to assess our performance and help us to improve our service.
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area</p>
<ul style="list-style-type: none"> • ERC Comms will agree an annual communications plan with priority projects with the Company, against its allocated communication hours. This will be reviewed every 6 weeks to check progress. Any significant additions to the plan will be negotiated within available hours or can be outsourced, at cost to the Company. • ERC Comms will generate positive EAV's relating to the Company at £60,000 (Value at point of transfer) - to be reviewed at 6-weekly planning meeting (current negative EAV's sitting at £1,000). • ERC Comms will maintain 100% response rate to press enquiries • ERC Comms will maintain number of clients satisfied or very satisfied with Print, Press and Marketing & Design Service – 85% • ERC Comms will acknowledge receipt of all work requests within 24 hours, during Mon-Fri working week. • ERC Comms will generate & issue a monthly report on communication activity provided to the Company (example appended).
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<ul style="list-style-type: none"> • ERC Comms currently manage customer queries relating to the Company Services. We would not continue this service, but will sign post customers who access ERC's main social media channels to the Company online. • ERC Comms will not post media information to the Company website or social media, but will provide all approved media releases to enable the Company to do so where required.
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<ul style="list-style-type: none"> • The Council brand guidelines and The Barrhead Foundry brand guidelines will apply in any marketing and communications materials produced directly by the Company • The ERC Media Protocol will apply to all media relations • Permissions around use of photography for promotional purposes must follow the protocol used by ERC Comms

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.

Not applicable

Service Level Agreement



Service Input

Directorate				
Corporate and Community Services				
Service Area				
Community Safety				
Author / key contact for the Company (equivalent to HR business partner)				
Eleanor Thomson				
Objectives and Scope of Service				
Community Safety is committed to providing an out of hours security service for named alarmed properties listed below. Attendance on site and associated activities where required.				
Services to be provides/standards/commitments				
List of properties				
Hall Name	Address 1	Address 2	Postcode	Tel/Fax No
Albertslund Hall	1 Westacres Road	Newton Mearns	G77 6WW	616 3363
Arthurlie House	68 Springhill Road	Barrhead	G78 2SE	881 5354
Carmichael Hall	Eastwood Park, Rouken Glen Road	Giffnock	G46 7JS	577 3337
Clarkston Hall	851 Clarkston Road	Clarkston	G76 8NE	577 4861
Crookfur Pavilion	Crookfur Park, Ayr Road	Newton Mearns	G77 6DT	639 7217
Dalmeny Community Centre	Barnes Street	Barrhead	G78 1EH	580 0039
Duff Memorial Hall	Main Street	Busby	G76 8DX	644 3930
Dunterlie Centre	36A Stewart Street	Barrhead	G78 1AL	578 1/88
Eastwood House	Eastwood Park, Rouken Glen Road	Giffnock	G46 7JS	Tel: 638 0231 Fax: 577 4847
Fairweather Hall	30 Barrhead Road	Newton Mearns	G77 6BD	616 3583
Glen Hall	10 Main Street	Neilston	G78 3NL	580 1687
Montgomerie Hall	Gilmour Street	Eaglesham	G76 0LH	01355 301352

Muirend Pavilion	Hazelden Gardens	Giffnock	G44 3HQ	633 3757
Mure Hall	13 Tannoch Road	Uplawmoor	G78 4AD	01505 850251
Netherlee Pavilion	19 Linnpark Avenue	Netherlee	G44 3PL	637 4269
Overlee Pavilion	Moray Drive	Clarkston	G76 8NL	644 1391
Thorntree Hall	41 Main Street	Thornliebank	G46 7SF	638 8503
Woodfarm Pavilion	Berryhill Drive	Giffnock	G46 7AA	638 1425
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)				
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> Monday to Thursday: 8.45 am – 4.45 pm Friday: 8.45 am - 3.55 pm <p>With the exception of an out of hours covers service.</p>				
Duties and Responsibilities of both parties				
<u>Community Safety</u>				
<ul style="list-style-type: none"> Attendance on site when alarm is triggered. If found to be false alarm is reset. If property has been breached (I.e. broken window) control room contacted for joiner to attend. If property has had a break-in police will be contacted Warden will remain on site once above actions are taken. 				
<u>The Company</u>				
<ul style="list-style-type: none"> The Company staff will attend if the situation regarding the property requires a long standby 				
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area				
Annual report on number of callouts, incidents regarding the properties length of time of standby.				
Is there anything you currently do, that you would not envisage doing for the Company?				
Not applicable				
Policies and Procedures				
<p>Please list policies and procedures originating from service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>				
<ul style="list-style-type: none"> Community Safety Operational procedures 				
Financial or other partnership arrangements				
<p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>				

Not applicable

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Service Level Agreement



Service Input

Directorate				
Corporate and Community Services Department				
Service Areas				
Community Resources, Corporate Equalities Unit, Policy and Improvement Unit and Project Management Office				
Author / key contact for the Company (equivalent to HR business partner)				
Jamie Reid	Community Resources	Community Resources Manager	W: 0141 577 8557	E: Jamie.Reid@eastrenfrewshire.gov.uk
Kofi Tordzro	Corporate Equalities Unit	Corporate Equality Manager	W: 0141 577 3344	E: Kofi.Tordzro@eastrenfrewshire.gov.uk
Morag Brown	Policy & Improvement Unit	Policy & Improvement Manager	W: 0141 577 3162	E: Morag.Brown@eastrenfrewshire.gov.uk
Richard Morrison	Project Management Office	Change Project Manager	W: 0141 577 8019	E: Richard.Morrison@eastrenfrewshire.gov.uk
Objectives and Scope of Service				
<p>Community Resources section is responsible for: developing, and monitoring East Renfrewshire's Single Outcome Agreement; supporting the Community Planning and Community Learning and Development (CLD) Partnerships to ensure the Council meets its statutory planning, performance management and reporting requirements in these areas. Community resources are also responsible for supporting and coordinating community engagement and influence; and supporting services' self-evaluation and improvement processes to enable services to deliver high quality services.</p> <p>The Corporate Equality Unit leads on the development, implementation, monitoring and reporting on equality strategies and plans, ensuring that the Council fulfils its obligations under the Equality Act 2010. The Unit facilitates staff development on equality issues, and also provides a community engagement role, supporting the capacity-building and engagement of employees as well as local community groups.</p> <p>The Policy and Improvement Unit (PIU) facilitates corporate planning and implements the Council's performance management and reporting framework, ensuring the Council can demonstrate progress against key outcomes and secure best value in the delivery of services. The Unit is also the system administrator for Covalent, the Council's performance management system and supports business change projects.</p> <p>The Programme Management Office (PMO) supports the Council to become more efficient and make savings, while improving service delivery for local people. The team provides specialist project and</p>				

programme management support and works with managers to deliver the Council's modern ambitious change programme.

Services to be provided/standards/commitments

The four service areas will provide the necessary advice, guidance, support and training to enable the Company, as a partner, to fulfil its planning, self-evaluation, performance management and reporting obligations, as well as supporting business change and improvement projects balanced alongside the requirements of the Council's Modern Ambitious Council Programme.

Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)

The service will be available during normal office hours, excluding public holidays and weekends:

- Monday to Thursday: 8.45 am – 4.45 pm
- Friday: 8.45 am - 3.55 pm

Duties and Responsibilities of both parties

The Community Resources Section will

- Provide agreed levels of training and support for self-evaluation and improvement
- Provide the Company with an annual risk assessment to support the Company to undertake self-evaluation, service planning and improvement
- Lead on joint working arrangements for the Community Planning and Community Learning and Development Partnerships
- Establish arrangements for the Company to contribute to the Single Outcome Agreement and Community Learning and Development Strategies or their successors.

The CEU will

- Provide advice and guidance to support the Company in meeting its statutory obligations on equality issues
- Provide agreed levels of training to support staff development and knowledge of equality issues and equality impact assessments

The PIU will

- Provide advice and guidance to support the Company in meeting the Council's performance management and statutory performance reporting obligations.
- Provide Covalent user training and support
- Establish the Company as a 'partner' on Covalent with a small number of licenses to use (<6) for inputting and reporting data for Council performance management, monitoring and reporting purposes

The PMO will

- Will provide programme and project management support, balanced alongside the requirements and priorities of the Council's Modern Ambitious Council change programme, to enable the Company to deliver business change.

The Company will be responsible for

- Contributing as appropriate to the Community Planning Partnership's and Community Learning and Development Partnerships needs assessment, planning, joint working, self-evaluation, improvement and monitoring arrangements as set out in Schedule 7 – Financial and Performance Reporting Requirements, Transfer of Services document)
- Contributing as appropriate to the Council's corporate and equality planning and arrangements
- Collecting and monitoring performance data to meet the Council's performance management requirements and statutory public performance reporting obligations as set out in schedule 7

<p>referenced above</p> <ul style="list-style-type: none"> • Identifying a dedicated Covalent co-coordinator for the Company who can provide day to day support for Company Covalent users • Agreeing the level of support required from PMO to deliver business change programme
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area)</p>
<p>Not applicable</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>Not applicable</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<p>Not applicable</p>
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>Currently an annual user recharge process for on-going maintenance of Covalent is calculated for each Council Department. Given the Company will be defined as a partner in terms of Covalent access (with a small number of licences for specified use) the charge will included as part of the central support recharge.</p>

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Service Level Agreement



Service Input

Directorate
Corporate and Community Services
Service Area
Customer Services
Author / key contact for the Company (equivalent to HR business partner)
Linda Wilson
Objectives and Scope of Service
The Customer Service Team is committed to providing an integrated frontline service for all enquiries and a full end to end service for bookings and payments on behalf of the Company.
Services to be provided/standards/commitments
<p><u>Support the Company in relation to:</u></p> <ul style="list-style-type: none"> • Theatre box office bookings and payments including arts classes • Sports development bookings, payments and information gathering including holiday programmes • Concession eligibility checks • Library fine payments • Hall letting payments • Marketing of classes, theatre performances etc. • Support of the complaints handling system • General enquiries for the Company services including leisure centres • Switchboard
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.00 am – 6.00 pm • Friday: 8.00 am - 6.00 pm
Duties and Responsibilities of both parties
<p><u>Customer Service team will :</u></p> <ul style="list-style-type: none"> • Process phone bookings and payments for theatre tickets • Promote add on sales for the theatre • Process phone bookings for arts classes • Process sports development block bookings, take payments, and update emergency contact details and medical conditions for participants • Seek permission for sports development team to take photographs of children involved in the

<p>activities</p> <ul style="list-style-type: none"> • Promote and process holiday programme bookings for sports development • Deal with general enquiries on behalf of all libraries, leisure centres and theatre • Take library fine payments through Civica and note payment details in Talis (library management system) • Take card payments for hall lets and email receipts to ERCLT • All payments for all services taken in a PCIDSS secure environment • Provide some resilience for telephone calls to be diverted into the contact centre in emergency situations • Provide some resilience through the telephone call manager system to deliver emergency messages or out of hours information • Liase with the Company to access the Gladstone system to enable sports bookings • Provide management information on calls and visitors handled. • Provide a robust complaints handling system to produce reports for the SPSO • Provide switchboard service for all customer contact <p><u>The Company team will:</u></p> <ul style="list-style-type: none"> • Ensure that the Sports development team provide appropriate guidance on the upcoming programmes • Provide on-going relevant training to customer service team • Ensure they keep the customer service team up to date on any legislative changes, closures and cancellations of classes, and any other relevant information for the public • Keep the customer service team up to date on charges for services • Provide access and licences for the customer service team to process bookings and payments
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area</p>
<p>All contacts are logged in CRM and the legacy system for transactions.</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>Not applicable</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<ul style="list-style-type: none"> • Customer Care Guidelines • Complaints Handling Policy • Unacceptable Actions Policy • Confidentiality Clause for staff • Disclosure checked staff
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>Jointly funded theatre box office member of staff</p>

Service Level Agreement



Service Input

Directorate
Corporate and Community Services
Service Area
Flexi Administration
Key contact for the Company (equivalent to HR business partner)
Steven Skelly, Revenues & Business Support Manager
Objectives and Scope of Service
<p>The flexi-time system gives employees some flexibility to their pattern of work and how they complete their contracted hours. Employees may choose when they start and finish work, but credit can only be gained within the permitted working day of 08.00 to 18.00 each day. In order to gain credit an employee must work more than their notional working day, and for a full time employee working a 35 hour week over 5 days, this is typically 07 hours 10 minutes Monday to Thursday and 06 hours 20 minutes on a Friday. Employees may continue to gain credit during a four week accounting period. The limit for full time employees to carry over to the next accounting period is a credit balance of 14 hours 20 minutes and for a debit balance it is 07 hours 10 minutes. Limits for part-time employees are calculated on a pro rata basis of these values. Hours are credited for absences such as sick leave and a range of permitted special leave.</p> <p>In addition to the above the flexi system can also be used where appropriate to record annual leave for some employees who are not on flexi and to give the appropriate credit for these absences. Where this applies, failure to continue to record annual leave on the flexi system for non flexi employees will result in returning to a two phased, paper based manual system.</p>
Services to be provided/standards/commitments
<p>This SLA has been drafted assuming that the Company may wish to continue to provide a flexi-time scheme for its employees who currently have this benefit with the Council.</p> <p>ERC will provide the Administrator function for the flexi system. This means inputting any new employees of the Company onto the flexi system. This will include the following information: employee number, employee surname, first name, work location, start date, employee line manager, advanced manager(s), work pattern, annual leave entitlement for the year, business absence authorisation, period credit and debit limit, the calculation of annual leave entitlement. This fits well with the Council's ongoing provision of HR (including recruitment) services for the Company. This information will be inputted in line with ERC's flexi time scheme, assuming that the related terms and conditions of employment for Company to employees remain unchanged.</p> <p>ERC will also input any new employees onto the flexi system at the request of the Company for annual leave recording purposes.</p> <p>ERC will be responsible for the deletion of any employees of the Company who leave employment.</p> <p>ERC will ensure there are enough user licenses in place for the leisure Company.</p> <p>ERC will further be responsible for issuing all employee ID badges and will ensure these are compatible with the flexi system and door entry.</p> <p>The Company will provide the 'Advanced Manager' role on the flexi system for its employees. This</p>

means ensuring they make amendments to existing employees of the Company, including employee surname, first name, work location, start date, employee line manager, advanced manager(s) of the Company, work pattern, annual leave entitlement for the year, business absence authorisation, period credit and debit limit, annual leave purchase, annual leave carry over/ deduction. This information will be input in line with ERC's flexi time scheme.

The Company will ensure all employees comply with the flexi time scheme and the operation of the Etarmis software.

The Company will undertake to advise ERC of any changes to employee's terms and conditions that may affect the application of the ERC flexi time scheme or the Etarmis software (for example, recognising different public holidays, changes to annual leave entitlement or the number of flexi days that can be taken each accounting period.). If this situation develops ERC will ensure that the scheme makes appropriate reference to the Company employees.

Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)

Access to the flex-time system is 24/7 on the Council Network. Support will be available during normal office hours, excluding public holidays and weekends:

- Monday to Thursday: 8.45 am – 4.45 pm
- Friday: 8.45 am - 3.55 pm

Duties and Responsibilities of both parties

Liaison between the ERC Business Support Team, who will provide the Administrator role and the Company who will provide the Advanced Manager function on all flexi-time issues.

Compliance of all parties with the procedures contained in the Flexi-time scheme.

The Company will provide accountancy services with details of the both flexi time and annual leave accrued as at 31st March each year to allow statutory adjustments to be made for the annual accounts.

Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the "review period" unless something robust exists for your area)

Not applicable

Is there anything you currently do, that you would not envisage doing for the Company?

The Company will provide its own Advanced Manager function.

Other than this, no change, unless the Company requests support for a move back to paper-based manual systems for annual leave recording.

Policies and Procedures

Please list policies and procedures originating from service that Company would need to adopt.

Please confirm that you are able to adjust these as necessary for the Company to consider adopting from "go live" date.

The flexi-time scheme. The handbook can be amended to include the Company.

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.

Not applicable

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Service Level Agreement

Service Input

Directorate
Corporate and Community Services
Service Area
Human Resources
Author / key contact for the Company (equivalent to HR business partner)
Sharon Beattie
Objectives and Scope of Service
The Human Resources Service is committed to providing a fully integrated service that will facilitate the effective and efficient provision of employee management and related activity.
Services to be provides/standards/commitments
<p><u>Advice</u></p> <ul style="list-style-type: none"> • Strategic & Professional HR Advice – this would be provided by the HR Business Partner and HR Officers assigned to cover the Culture and Leisure Services • Support to Restructuring/Change management - HR Business Partners and HR Officers. These projects would need to be prioritised alongside Council requirements and would follow the same governance arrangements. The HR team would provide advice on structure, support consultation process, employee communication and facilitate redundancy/early retirement paperwork. • Input to development of employee polices. • Advice on legislation and terms and conditions of service at both Council and national level. • Advice and assistance in implementing any changes to conditions of service. • Advice on investigations and disciplinary/grievance/absence case management proceedings • Advice on Council job evaluation and grading/terms and conditions of employment • Advice on employment law changes • Provision of an advisory service on employee relations matters. • Support and advice to employees with protected characteristics, managers and departmental equality officers on aspects of equality. • Provide advice on development and ongoing review of employment policies and procedures. • Respond to general employee queries regarding employment <p><u>Employment Services</u></p> <ul style="list-style-type: none"> • Contracts and any contractual amendments/ changes including starters, leavers – HR Direct will action as per current Council processes. • Case management – grievance, discipline, absence. HR Business Partner teams will support investigations and any resulting disciplinary action for complex cases. • Appeals Committee support – HR will support creation of management report for any Appeal. An HR advisor will attend on the day of the Appeal to support the Company Appeals Committee and will liaise with the department to ensure appropriate action is

taken dependant on outcome.

- Attendance at employment tribunals and personal injury claims and supporting the pre-work required providing expert HR input as appropriate.
- Absence management : - Monitor levels and causes of absence, provide advice and support for any employee relations issues that may arise, support a case management approach, support capability dismissals, support Ill Health Retirals, liaise with Occupational Health, manage the administration procedures for OH referrals and physio appointments. HR will provide absence template letters for use by managers.
- Dignity at Work - HR Business Partner teams will support investigations, recommend mediation and any resulting disciplinary action for complex cases.
- The Company will set-up a constitution with the Trade Unions.
- HR will chair negotiation meetings involving service departments and Trade Unions concerning employee relations issues. HR will provide advice for high level changes and negotiations to terms and conditions and HR will also attend the 2nd tier JCC equivalent. It is the responsibility of the Company management to ensure appropriate consultation takes place with the Trade Unions on changes.
- Support Employment tribunals – Before an employment tribunal claim can be lodged all employees need to go through ACAS to attempt to resolve the situation. HR will support the manager through this process. If the case goes to employment tribunal HR will support the collation of required documentation and employment advice for those required to attend tribunal.
- Managing change – structural including consultation with Trade Unions/employees and business cases for any voluntary redundancy/early retirements
- Pensions – HR Direct will prepare paperwork for leavers and HR Business Partner teams will prepare early retiral paperwork for cases where it is an employer decision.
- Support for auto-enrolment in 2017
- Death in service – HR would support the process with regards to Strathclyde Pension Fund paperwork submission.
- Workforce information and maintenance of employee records – updates made as notified by the Company employees or managers.
- Ability to view payslips through myinsider.
- Job evaluation – could provide if the Company continues using this pay structure, HR would issue and maintain guidelines for job evaluation reviews
- Maintain the structure hierarchy within Resourcelink
- Maintain employee information within Resourcelink
- Equal Pay – HR will lead on negotiations and settlements with regards to all outstanding pay claims.
- Support managers in tackling poor performance issues.
- Produce HR notes on new/revised/updated employee relations policies that had been implemented in Council and the Company was looking to adopt.
- Produce special manager briefings concerning current employee relations issues e.g. progress of pay negotiations, disputes.

Recruitment

- Recruitment & selection – HR Direct will continue to support with all Company posts being advertised through MyJobScotland and timescales at current recruitment levels.
- Compile and distribute the Council's vacancy list on a weekly basis. The Company employees will be allowed to apply for ERC internal vacancies and vice versa.
- Issue of letters re new appointments, promotions, transfers, regradings and secondments.
- Provision of an advisory service on recruitment related matters.
- Maintain and review the registered interviewer list
- Monitoring of temporary contracts – HR Direct will send regular list to the Company management.
- Recruitment complaints – HR will provide support as required to ensure correct processes have been followed.
- Provide guidance on equal opportunities in employment procedures and practices.

Other services

- The Company employees will have access to the Council's Occupational Health Service at current usage levels (2014/15) – including occupational health referrals, physiotherapy appointments and pre-employment health checks. Any additional OH referrals, physiotherapy appointments or pre-employment health checks will be at the cost of the current OH provide procurement contract.
- Access to employee counselling services.
- Access to myinsider for PRD, training requests, expenses and overtime
- Access to e-learning through employee number on myinsider. Employees will have access to all online training courses
- Access to corporate training calendar – training course charges will be recharged to the Company provide assessment centre support for managerial posts
- Support Leadership development where appropriate.
- Share relevant employment policy updates
- Customer complaints – HR will provide support as required.
- The Company will be expected to administer PVG for all Company employees and volunteers. To ensure smooth transition and to allow time for training in this area the HR team will continue to support in year 1 with umbrella body setup and agree change to registered body with full transition plan with the Company team for year 2.
- Produce briefing notes for the Company Board on employee relations issues.
- Advice and support and equality issues

Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)

The service will be available during normal office hours, excluding public holidays and weekends:

- Monday to Thursday: 8.45 am – 4.45 pm
- Friday: 8.45 am - 3.55 pm

Duties and Responsibilities of both parties

- The Company to provide HR and Payroll with all relevant employee information in the appropriate timescales to allow support of all HR processes.
- The Company is responsible for monitoring the performance of employees through a performance management system.
- The Company is responsible for adhering to current employment legislation and ensuring managers follow policies and procedures that are in place.
- Freedom of Information requests
- PVG
- HR will keep all the Company employee personnel files securely within a file room. The Company should ensure that all employee documentation stored locally is labelled with the correct protection level PROTECT/PROTECT+.

Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs have been deferred until the "review period" unless something robust exists for your area)

Deferred until the next review period, unless something robust exists for your area.

Is there anything you currently do, that you would not envisage doing for the Company???????

- PVG for employees and volunteers from year 2 onwards.

<ul style="list-style-type: none"> • FOI responses • Access to structure charts through Orgplus – system will not allow • Ownership of all employee policies. • Monitor effectiveness of performance review scheme. • Absence management – the Company will collate employee absence statistics and share with HR. • Workforce planning and statistical analysis for the Company on workforce e.g. employee turnover • Staffing returns • Occupancy in buildings for Office of National Statistics • Benchmarking
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from service that Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<p>Not applicable</p>
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. Gp Referral scheme, jointly funded posts etc.</p>
<p>Not applicable</p>
<p><u>Extra work that we will need to do:</u></p> <p>For access to e-learning – will need to manually add starters and leavers to the system and will need the Company to notify us.</p> <p>Maintenance of terms and conditions for the Company employees.</p>

Service Level Agreement



Service Input

Directorate
Corporate and Community Services
Service Area
Information & Communication Technology Services (ICT)
Author / key contact for the Company (equivalent to HR business partner)
Patrick Murray, Head of ICT (please note that this will change)
Objectives and Scope of Service
<p><i>The service levels agreed shall not exceed those stated in Operational Level Agreements (OLAs) and 3rd party Underpinning Contracts (UPCs).</i></p> <p><u>Purpose of the Service Level Agreement</u></p> <p>This SLA describes the following attributes of the service, where appropriate and agreed:</p> <ul style="list-style-type: none"> • Description of the Service and the scope – what is covered and what is not • Responsibilities of ICT and the Company • Agreed Service Hours and Business Hours • Support hours and arrangements • Charging (where appropriate) • Management Information • Service Review and Reporting arrangements and procedures
Services to be provided/standards/commitments
<p><u>Advice and Professional Services</u></p> <ul style="list-style-type: none"> • Project Management • Information Security Management • General ICT advice and guidance e.g. procurement <p><u>Major Line of Business Application Services</u></p> <ul style="list-style-type: none"> • ORBiS (Benefits System) • BOXI / Infoview • TALIS (Internally hosted element) • Civica / Card Payments • Customer Payments • EDRM • E-Financials (inc. E-Procurement) • Flexitime / Etarmis • Gladstone MRM (inc. Datamine) • ICON • WEB Presences (inc. Intranet) • Lagan • MyInsider

- Resourcelink / Payroll

Network Services

- Email Services (inc. Secure Email)
- Data and Electronic Storage
- Internet
- Telephony (fixed and mobile)
- Wide Area and Local Area Network Connectivity

Service Support Services

- Service Desk (please refer to separate list)
- Remote Access
- Printing Services
- Disposal of Equipment

Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)

The service will be available during normal office hours, excluding public holidays and weekends:

- Monday to Thursday: 8.45 am – 4.45 pm
- Friday: 8.45 am - 3.55 pm

Duties and Responsibilities of both parties

The Company Responsibilities

Use of Service

To ensure ICT services are used as prescribed by the Head of ICT or as described in this document and to advise on change or intended change in use or practice.

Information

To advise the Head of ICT of any relevant information about the service or changes to the service in order to ensure accuracy:

- Business Contacts: Helpdesks, Key Users and User Groups within the Company
- Business Information
- Business changes which may have an effect on the service or necessitate a change to the Service Level Agreement
- To nominate a Business Out of Hours contact, or to give authority for out of hours service management, via ICT Management, to make decisions on behalf of the business
- To advise the Head of ICT of the existence and location of Business Continuity Plans relating to this Service

Reporting

- Where agreed Service Levels are not met, ensure this is immediately reported to the Head of ICT
- To advise the Head of ICT of perception of service provision, and to encourage Business Customers and Business Users to do the same

Procedures

- To ensure the Business adhere to the Organisation's Change Management Procedures (where applicable)
- To be fully cognisant of Service Owner responsibilities within Business Continuity and Security Plans

Information and Communications Technology (ICT) Responsibilities

Information

- To advise the Company of how ICT services will be provided, and how the business should use these services
- To ensure all key business information is maintained as advised by the Company
- To ensure all business functions are updated as advised by the Company
- To ensure all key information about supporting services and ICT systems is maintained.

Reporting

- To ensure the Company is informed immediately if there are any changes in ICT Service Availability or Supported Hours
- To monitor and report on agreed Service Levels at intervals agreed between ICT and the Company
- Where service levels have failed to reach targets, to inform the Company immediately, and to engage all relevant personnel in order to rectify the situation as soon as possible
- To advise the Company of any changes in Change Management or other service management procedures that would require an amendment of ICT responsibilities
- To advise the Company of the cost for running and supporting ICT services, where this can be established, and to advise of any subsequent increase or decrease
- To actively seek perception of Service Performance from the Company, Business Customers and Business Users
- To arrange Service Reviews and to ensure all interested parties are invited to attend

Procedures

- To negotiate higher levels of service where required
- To establish working relationship with all Business Contacts for ICT services
- To verify advised impact of service loss of key business functions

Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area

Not applicable

Is there anything you currently do, that you would not envisage doing for the Company?

Not applicable

Policies and Procedures

Please list policies and procedures originating from your service that the Company would need to adopt.

Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.

Policies

- Acceptable Use Policy
- Laptop Policy
- Information & Data Handling Policy

Procedures

- GCSX security procedures (where appropriate)
- Egress security procedures (where appropriate)
- Service Desk call management procedures (e.g. use of email to log calls and self-service etc)
- Procurement procedures in relation to the purchase of ICT goods and Services

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. Gp Referral scheme, jointly funded posts etc.

Not Applicable

Service Level Agreement



Service Input

Directorate
Corporate and Community services
Service Area
Payroll
Author / key contact for the Company (equivalent to HR business partner)
Anne Bryan Payroll and Insurance Manager
Objectives and Scope of Service
To ensure employees are paid timeously and accurately and in accord with contracts of employment and conditions of service.
Services to be provided/standards/commitments
Appropriate and accurate payment will be made to employees on the due date in terms of conditions of service and information provided by authorised officers of the Company. Payroll will ensure that deductions for tax, NI, Pensions, Trade Unions and other deductions are correctly made and accounted for in terms of regulation and agreements in force for such deductions. All payments made and deductions will be correctly recorded in financial records. Payroll will also arrange recovery of overpayments made as a result of provision of inaccurate information or processing errors.
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
The service will be available during normal office hours, excluding public holidays and weekends: <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
Duties and Responsibilities of both parties
Payroll will make appropriate accurate and regular payments to employees per conditions of service on the basis of information received from the Company by periodic processing deadline dates included in agreed timetables.
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area)
Our current standard is that 99% of payments made are accurate

Is there anything you currently do, that you would not envisage doing for the Company?
Not applicable
Policies and Procedures Please list policies and procedures originating from your service that the Company would need to adopt. Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.
The necessary policies will be agreed between HR and the Company.
Financial or other partnership arrangements Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.
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Service Level Agreement



Service Input

Directorate
Corporate and Community services
Service Area
Insurance
Author / key contact for the Company (equivalent to HR business partner)
Anne Bryan Payroll and Insurance Manager
Objectives and Scope of Service
To ensure that appropriate coverage is in place for the Company's insurable risks and facilities are in place for handling any claims against resulting policies.
Services to be provided/standards/commitments
The Council's insurance will liaise with brokers and insurers to ensure appropriate insurance cover is in place for risks including Public Liability, Employee liability and Motor Vehicle cover. Together with representatives of the Company and advisers the insurance section will agree the right mix of self or excess cover and the risks which will be covered by the insurance market and seek to achieve appropriate placement at the most economically beneficial rates. The Insurance section will also deal with claims and liaise with insurers on behalf of the Company.
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
The service will be available during normal office hours, excluding public holidays and weekends: <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
Duties and Responsibilities of both parties
The Company will be responsible for managing risks effectively and provide reports on incidents to allow claims to be handled effectively. Revenue Services will provide an interface between the Company and the insurance market and deal with any claims on behalf of the Company
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the "review period" unless something robust exists for your area)
Not applicable

Is there anything you currently do, that you would not envisage doing for the Company?
Not applicable
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
Procedures for dealing with claims are established in all areas of service which will transfer to the Company.
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
The Council has contracts with some third parties such as brokers and most insurance policies will include a level of excess for which the insured party is expected to meet claims.

Service Level Agreement



Service Input

Directorate
Corporate and Community services
Service Area
Sundry Debtor Income
Author / key contact for the Company (equivalent to HR business partner)
Fiona Caldwell Billing and Recovery Manager
Objectives and Scope of Service
To bill and collect credit income in respect of invoiced services such as hall lets.
Services to be provided/standards/commitments
<p>Revenues Services will process invoices raised by the Company and collect payments by a range of methods which include cash, on line payments by bank card, direct debits standing orders etc.</p> <p>Reminders will be issued to slower payers as per agreed timetables and accounts outstanding at the end of normal recovery cycles will be passed to The Council's credit contractor to collect.</p> <p>Records of invoices raised and payments received will be accounted for in the financial ledger system.</p>
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
<p>Service users will be able to make online payments whenever the website is available.</p> <p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
Duties and Responsibilities of both parties
<p>The Company will be responsible for agreeing service provision and price with customers and raising appropriate invoices accordingly.</p> <p>Revenue Services will be responsible for administration of such debtor's invoices and making timely collection of sums due.</p>
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the "review period" unless something robust exists for your area)
Not applicable
Is there anything you currently do, that you would not envisage doing for the Company?

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<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<p>Procedures for use of sundry debtors system are established and in use in most Company service areas.</p>
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>The Council has contracts with some third parties such as printers and recovery agents.</p>

Education

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Service Level Agreement



Service Input

Directorate
Education
Service Area
Health & safety
Author / key contact for the Company (equivalent to HR business partner)
Martin McGrath (<i>may change, line manager post currently vacant</i>)
Objectives and Scope of Service
Provision of health & safety advice & guidance to the Company services
Services to be provided/standards/commitments
<p>Health & safety support in line with that currently provided for the relevant services within the Education service. This will include:</p> <ul style="list-style-type: none"> • Liaison with CLT management team and with its H&S lead officer • Cascade of relevant health & safety information and policy to these officers • Attendance at CLT's health & safety group or similar meeting • Support to the preparation of CLT's health & safety plan and the development of relevant policies or procedures • Attendance at swimming pool safety group • Support to investigation of incidents • Guidance on specific situations and identified risks e.g. fire evacuation • Departmental Fire Co-ordinator • Develop and deliver health and safety training to staff • Maintain records of accident/Incident reporting • Follow up of Fire Risk Assessments • Follow up of General Health & Safety audits
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
Duties and Responsibilities of both parties
<p><u>Health & safety</u></p> <ul style="list-style-type: none"> • Maintaining level of service in line with present provision: ensuring advice and guidance is accurate, up to date and well-founded <p><u>Company</u></p> <ul style="list-style-type: none"> • Acting in line with policies and guidance produced and ensuing staff are appropriately

<p>trained/briefed</p> <ul style="list-style-type: none"> • Ensuring lead officer in place to link with H&S support. • Advising H&S support of incidents, issues and potential risks promptly and fully
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area)</p>
<p>Not applicable</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>Not applicable</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<ul style="list-style-type: none"> • Fire evacuation procedures for each building • The Company would need to create its own Health and Safety Policy, although it is likely that this would be based on existing documentation. • There would have to be a review of Company health and safety guidance documents.
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>Not applicable</p>

Service Level Agreement



Service Input

Directorate
Education Department
Service Area
Facilities Management
Author / key contact for the Company (equivalent to HR business partner)
Lorraine Lawrie
Objectives and Scope of Service
<p>Facilities Management is committed to providing internal building cleaning services, janitorial services and catering services. These services shall be provided by Facilities Management Staff.</p> <p>Window cleaning, hygiene and associated supplies and repairs to equipment shall be provided via a managed contract service in full agreement for the client.</p> <p>Additional services may be provided on request at additional cost. This would include out of hours janitorial provision and associated cleaning costs.</p>
Services to be provides/standards/commitments
<p>Facilities Management (Cleaning) agree to clean the areas listed below:</p> <ul style="list-style-type: none"> • Offices • Staffrooms • Lifts • Public toilets • Landings • Stairs • Main entrance <p>This service includes all required chemicals and equipment appropriate for the tasks.</p> <p>Times and frequencies might change during holiday cover and staff absences. Any changes to times and frequencies must be agreed by the client in advance.</p> <p>Facilities Management (Janitorial)</p> <p>In premises where required janitorial services shall be provided as listed:</p> <ul style="list-style-type: none"> • Building safety/secure management • Porterage • Recycling and litter control • Monitor cleaning standards and equipment • Adverse weather procedure <p>Facilities Management (Catering) shall be provided when requested via the Booking Request form attached to Price List schedule.</p>
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)

<ul style="list-style-type: none"> • The cleaning of window coverings • Deep cleaning service unless requested by variation which will be rechargeable e.g carpet shampooing • The cleaning of windows (inside and out) • The emptying of sanitary bins and nappy bins • Cleaning behind non movable items such as cookers, filing cabinets or bookcases etc • unless previously moved for cleaning staff to access
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area</p>
<p>Reporting and Monitoring of Contract</p> <ul style="list-style-type: none"> • As part of the quality system operated by Facilities Management, inspections of sites are undertaken daily by cleaning supervisors and janitorial staff. • Random inspections are undertaken by the Cleaning and Janitorial Co-ordinator and Facilities Management Quality Manager on a regular basis. • Any cleaning issues raised by the customer should initially be logged in the Site Record Book where the janitor/cleaner or cleaning supervisor will have 24 hours to rectify the problem. • Managers can be contacted daily as detailed above. • Regular meetings will take place between the Cleaning & Janitorial Co-ordinator and a representative from each location in order to discuss contract performance. • Clients will be asked to sign a satisfaction card at the meeting or to complete on-line customer satisfaction surveys for continuous improvement in service performance. <p>Basis of Calculation and Level of Charge</p> <p>Facilities Management (Cleaning) shall issue a quarterly cost breakdown for each location.</p> <p>The cost of the cleaning service will be recovered by charging customers on the basis of an hourly recharge rate, pre-determined by the floor area of the property and the productivity which can be achieved for the type of building usage. Productivity is calculated on the industry standards as recommended by the British Institute of Cleaning Standards. For smaller properties, due to travelling time resource issues, departments will be charged a minimum of two hours.</p> <p>If, for any reason the member of cleaning staff is unable to attend, Facilities Management will be allowed 24 hours to provide a replacement to cover the necessary hours.</p> <p>Where there is a change to the physical property during the course of the year, the Service Level Agreement can be changed to reflect the requirements of the service.</p> <p>Facilities Management (Janitorial) shall issue a quarterly cost breakdown for each location. Following receipt of the signed Service Level Agreement charges will be processed via a 4 weekly electronic transfer. The agreement will be reviewed on a six monthly basis to confirm provision within each establishment and recharge rate.</p> <p>Facilities Management (Catering) shall be invoiced to correlate to service agreed by client</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>Not applicable</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from service that Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<ul style="list-style-type: none"> • COSSH Regulations • Manual Handling

- Cleaning Safe Systems of Work
- Allergy Procedures
- Food Safety Systems
- Food Hygiene Training
- Adverse Weather procedure

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.

Not applicable

Service Level Agreement



Service Input

Directorate
Education
Service Area
Education administration
Author / key contact for the Company (equivalent to HR business partner)
Author: Mary Hart, Senior Admin Manager Key Contact: Mary Hart, 0141 577 3435
Objectives and Scope of Service
The Directorate, Admin & QI Support team within the Education department provides administrative and clerical support to senior management within the department, in addition to delivering key processes within the department e.g. administration of placing requests, EMAs, Pre-five Admissions.
Services to be provided/standards/commitments
For an initial 9-month period from the inception of the Company the Education department will provide administrative support to the Chief Executive of the Company. This post will be based in the Company's offices. This will be to the level and standard currently provided to Heads of Service within the department.
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
The service will be available during normal office hours, excluding public holidays and weekends. <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm However, the member of staff will be on flexitime and will have the ability to vary these hours in line with the flexitime policy and by agreement. The Education department will not be able to provide replacement during routine absence such as leave or short-term illness. In the event of any long-term absence, the department and the Company will discuss and agree a solution.
Duties and Responsibilities of both parties
<u>The Company</u> <ul style="list-style-type: none"> • Will provide a suitable working environment and resources. • Will line manage the post the post in line with all relevant policies and good management practice. • Will liaise with the Senior Admin Manager throughout the arrangement. • Will ensure compliance with all relevant policies and protocols, for example, information

<p>security.</p> <p><u>ERC Education Department</u></p> <ul style="list-style-type: none"> • Will ensure that the member of staff has the requisite skills to fulfil this role: this will include enabling the member of staff to participate in all relevant training.
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area</p>
<p>The Company and department will liaise regularly over the delivery of this arrangement.</p> <p>A review meeting will take place not later than 6 months after the start of the support provision, in order to determine the termination or conclusion of this arrangement</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>Not applicable</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from service that Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<p>As above. The Company will have signed up to relevant protocols covering access to ICT and the member of staff will comply with these.</p> <p>The member of staff will remain an East Renfrewshire Council employee and will work in line with ERC policies and procedures.</p>
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>Not applicable</p>

Environment

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Service Level Agreement



Service Input

Directorate
Environment
Service Area
Corporate Health and Safety Unit
Author / key contact for the Company (equivalent to HR business partner)
<p>Author: Steve Murray, Principal Health and Safety Advisor (Tel: 0141 577 3323)</p> <p>Key Contact: The CHSU will allocate a health and safety practitioner Caroline Fallow (Tel: 0141 577 3245) to provide the Company with a point of contact for corporate health and safety support.</p>
Objectives and Scope of Service
<p>The Corporate Health and Safety Unit (CHSU) supports and advises the Council/ the Company in strategic direction and operational practices to enable the Council/ the Company to fulfil its statutory obligation to comply with health and safety legislation.</p> <p>The Principal Health and Safety Advisor acts as the competent person as defined within The Management of Health and Safety at Work regulations 1999.</p>
Services to be provided/standards/commitments
<p>Until such times as the Company wishes and is able to implement its own Health and Safety Policy and appoint its own 'competent person' under the act, it shall utilise ERC services as follows:</p> <p>The CHSU will provide the same service to the Company as it provides to Council departments. For the detail of these services please see the CHSU Service Delivery Statement: CHSU SDS</p> <p>Where specialist services such as noise and vibration assessments, major projects or additional services out with the CHSU SDS are required by the Company, these should be requested via the Principal Health and Safety Advisor.</p>
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm <p>With the exception of a call out arrangement to support emergency planning major incidents.</p>
Duties and Responsibilities of both parties
<p>Under health and safety legislation the Company board and management are responsible and accountable to ensure it complies with the Health and Safety at Work Act 1974 and associated regulations.</p>
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the "review period" unless something robust exists for

your area
<p>The Company will adopt the Councils Health and Safety Performance Management System that has all the relevant KPIs for health and safety. The Company will produce an annual health and safety plan and provide quarterly and annual performance reports.</p> <p>The CHSU will meet the Company quarterly to review the Company health and safety performance and the level of the CHSU service delivery.</p> <p>The Company health and safety system will be included within the CHSU monitoring programme of audits and inspections.</p>
Is there anything you currently do, that you would not envisage doing for the Company?
<p>There are two health and safety qualified practitioners within the current Education Department structure who provide a health and safety service to the department. The services transferring to the Company are mainly from the Education Department, this SLA will therefore underpin the Education Departments Health and Safety SLA.</p> <p>It should be noted that CHSU have not accounted for any additional staff resource to provide this service.</p>
Policies and Procedures
<p>Please list policies and procedures originating from service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<p>The Where the Company has unique services that pose risks and are not covered by the Council policy they shall produce their own health and safety arrangements. This applies to any new business activities of the Company. The CHSU will provide assistance with this development.</p> <p>The Company will be afforded the opportunity to make have arrangements to report all health and safety accidents and incidents to the Council’s online Accident Incident Reporting System (AIRS)</p> <p>For the duration of this Agreement the corporate health and safety officers will have the same powers within the Company as they do within the Council, as defined within the Council health and safety policy.</p> <p>The ERC corporate health and safety policy requires updating to clearly show the health and safety legal arrangements between the Council and the Company. Mainly the organisational chart, management responsibilities and policy arrangements. These changes will be made to coincide with the Company “go live” date.</p>
Financial or other partnership arrangements
<p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>The CHSU administrate hand arm vibration and hearing assessments with the Council occupational health provider. This arrangement would be extended to the Company staff.</p>

Annex 1Q

Service Input

Directorate
Environment Department
Service Area
Transport
Author / key contact for the Company (equivalent to HR business partner)
Gordon Moffatt
Objectives and Scope of Service
<p>Environment Transport Section provides a number of transport related services to support front line services. This includes fleet management and maintenance, driver services and MOT Station.</p> <p>The main objectives of Transport Services are to obtain, manage and maintain an efficient fleet of vehicles and plant on behalf of the Council and to promote options for use of environmentally friendly powered vehicles.</p> <p>The Transport Section is committed to providing a fully integrated service that take care of the transport requirements for the Company.</p>
Services to be provides/standards/commitments
<p><u>Advice</u></p> <ul style="list-style-type: none"> • Input to development of transport polices • Advice on legislation matters relating to transport law. <p><u>Employment Services</u></p> <ul style="list-style-type: none"> • Supply of a driver and in the event that is a driver is not available a replacement driver will be supplied. <p><u>Other services</u></p> <ul style="list-style-type: none"> • Driver assessment and training • Spot hire of self-drive vehicles
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 7.30 am – 4.30 pm • Friday: 7.30 am - 4.00 pm <p>The split of the driver's time will be agreed by the Library department and Corporate and Community Services.</p>
Duties and Responsibilities of both parties

Use of Vehicles

East Renfrewshire Council / the Company vehicles must only be used to carry goods and passengers on authorised journeys. The carrying of unauthorised personnel or goods could lead to disciplinary proceedings. Authority shall only be considered to have been given when:

- East Renfrewshire Council / the Company employees on duty, or proceeding to and from duty.
- It is the legal responsibility of a driver to ensure that passengers are carried safely at all times.
- Smoking is not permitted in any Council vehicle, either by employees or by any non-employee group that is being transported.

Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area

Not applicable

Is there anything you currently do, that you would not envisage doing for the Company

Not applicable

Policies and Procedures

Please list policies and procedures originating from service that Company would need to adopt.

Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.

- The Occupational Road Risk Policy (ORR)

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc. You should consider how these may need amended and take this forward to conclusion by mid April 2015.

The Council will supply a vehicle which is used jointly by the Corporate and Community Services and the Library Department

The charges are reviewed annually and include an inflation value fixed by Finance.

Leasing/Capital costs are charged directly from Finance Department to the user Department on an annual basis and are fixed for the term of the lease, which is currently 5 years. The term can be adjusted to suit departmental requirements.

The annual rate (fleet & lease/capital) is calculated to reflect a competitive market rate and includes all fixed and variable costs of operating the fleet item over its operating life.

The rate does not include costs associated with the following:

- Fuel - the provision and cost of fuel is charged separately.
- The fuel will be supplied by ERC and the costs will be shared by the 2 Parties
- Accident and avoidable damage that cannot be recovered
- Damaged tyres and punctures
- Commissioning new vehicles.
- Garaging vehicles
- The fixed maintenance costs will be shared between the 2 departments

Legal and Procurement

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Service Level Agreement



Service Input

Directorate
Chief Executive's Office
Service Area
Legal Services
Author / key contact for the Company (equivalent to HR business partner)
Gerry Mahon
Objectives and Scope of Service
To undertake property and commercial transactions and to provide advice and representation on all legal matters affecting the operation of the Company (including the handling of reviews and development of policy/publication schemes in accordance with the DP and FOI regimes) all subject to the exclusion of any matters in which the Service's responsibility to the Council as employer would cause a professional conflict of interest.
Services to be provided/standards/commitments
<p>This SLA is subject to discussion with the Scottish Law Society.</p> <p><u>Conveyancing</u></p> <ul style="list-style-type: none"> To include negotiating and concluding missives for the acquisition and disposal of property and all related conveyancing; preparing reports on title conditions, drafting and revising lease agreements, assignations etc.; conducting title inquiries; and all other related matters. <p><u>Litigation</u></p> <ul style="list-style-type: none"> To include defending actions raised against the Company; initiating court proceedings on behalf of the Company; preparing defences and representing the Company in court and at tribunals and enquiries (eg Employment Tribunals, Planning Inquiries, Lands Tribunal); <p><u>Advice</u></p> <ul style="list-style-type: none"> To include advice on the legal aspects of all areas of the Company's remit. <p><u>Contracts</u></p> <ul style="list-style-type: none"> To include the drafting and revising of contract documents; advising on public procurement issues etc. <p>Freedom of Information – To include assistance/guidance with the handling of first level FOI requests, creation and review of publication schemes, determination of review requests (through the Chief Officer – Legal and Procurement) and handling of appeals to the Scottish Information Commissioner</p> <p>Data Protection - To include, in addition to general advice on data protection principles, assistance/guidance with the handling of all first level subject access requests, determination of review requests (through the Chief Officer – Legal and Procurement) and handling of appeals to the Information Commissioners Office.</p>

<p>Records Management – to include general advice on records management, provision of records procedures, policies and procedures in keeping with the provisions of the Public records (Scotland) Act 2011</p> <p>Note: any instruction which gives rise to a conflict of interest with the Legal Service’s staff’s primary obligation to the Council as their employer shall be excluded from this agreement</p>
<p>Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)</p>
<p>Legal Services is physically located within Council Headquarters, Eastwood Park, Giffnock, East Renfrewshire G46 6UG.</p> <p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
<p>Duties and Responsibilities of both parties</p>
<p>Legal Services will provide the outlined services upon written instruction from a relevant officer of the Company. The timescales, prioritisation and progression of such work shall be negotiated by Legal Services and the Company in any given case.</p> <p>The whole outlays incurred by Legal Services in connection with the services (which include search dues, registration and recording dues, court dues, sheriff officer fees, and all other expenses incurred by legal services on behalf of the Company) shall be borne by the Company. If requested, legal services shall provide the Company with an estimate of outlays to be incurred in any given matter. For the avoidance of doubt, the costs of engaging Counsel or obtaining the opinion of Counsel on any issue or question shall also be borne by the Company.</p>
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area</p>
<p>Not applicable</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>Not applicable</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date. These will be required from you by mid April 2015.</p>
<ul style="list-style-type: none"> • FOI policy • DP policy • Records Management Policy
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc. You should consider how these may need amended and take this forward to conclusion by mid April 2015.</p>
<p>Not applicable</p>

Service Level Agreement



Service Input

Directorate
Chief Executives Office
Service Area
Corporate Procurement
Author / key contact for the Company (equivalent to HR business partner)
Diane Pirie
Objectives and Scope of Service
To provide guidance and support on all procurement related matters and to ensure compliance with all relevant procurement policies, procedures and legislation
Services to be provided/standards/commitments
<ul style="list-style-type: none"> • Tendering • Quick Quote • Training • Purchase Order System - access • Credit card purchases • Helpdesk • Management of mobile devices
Service availability (incl core v peripheral activity eg cafes; public holidays, weekends, out of hours cover etc)
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> • Monday to Thursday: 8.45 am – 4.45 pm • Friday: 8.45 am - 3.55 pm
Duties and Responsibilities of both parties
<p><u>Corporate Procurement</u></p> <ul style="list-style-type: none"> • To provide guidance on all procurement matters • To provide Access to the efinancial system • Order creation, amendment and approval, as required • Creation and approval of all orders over £25,000 • Enduring compliance with appropriate Council policies and legislative obligations • Contract management • Reporting • Training & support • Consult with regards to Council contracts and the Company participation <p><u>The Company</u></p> <ul style="list-style-type: none"> • To adhere to the guidance provided

<ul style="list-style-type: none"> • To provide Corporate Procurement with an list of forth coming tender requirements prior to end of each financial year • Order creation, amendment and approval • PCA • To provide a Procurement Champion for liaison between the Council and the Company on all procurement related matters
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area</p>
<p>¼ review meetings with appointed procurement champion</p>
<p>Is there anything you currently do, that you would not envisage doing for the Company?</p>
<p>No, after the first year contracts will only be arranged for the Company where instructed to do so,</p>
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from your service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<ul style="list-style-type: none"> • Contract Standing Orders • Procurement guidance – route 1,2, & 3 of the procurement journey • Sustainable procurement policy
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<ul style="list-style-type: none"> • Scotland Excel – associate membership • @uk marketplace • E financial licenses

Schedules to the SLAs

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ICT SLA, Schedule one - Service Desk

The most basic function that the Service Desk performs is that of call logging and providing a central point of contact into the ICT Service. This list below breaks this into specific areas. It is not intended to be an exhaustive list of the available services but rather to provide an illustration of the broad range of services that can be accessed via the ICT Service Desk. This list is dynamic and will change over time as the technologies offered change in line with business demand and desired outcomes.

Area	Specific Services
User Management	<ul style="list-style-type: none"> • Creating new network accounts • Changing or modifying permissions • Updates to the Global Address List • Deleting accounts e.g. leavers etc • Unlocking Accounts • Resetting Passwords
Request Fulfilment	<ul style="list-style-type: none"> • Creation of Shared Mailboxes • Provision of email archiving services • Setting up GCSX email accounts • Setting up Egress email accounts • Release of trapped emails (e.g. large, encrypted etc) • Annual encryption exemption applications • Software downloads • Equipment purchases (including hardware, software & services) • Software installations of approved software • Provision of RSA tokens • Provision of remote access • Granting access to external suppliers for support • File Restores • Storage requests (e.g. provision of network shares) • Internet Access provision
Fault Management	<ul style="list-style-type: none"> • Hardware diagnosis & resolution (including pc, phone, laptop, tablet) • Software diagnosis & resolution
Encryption	<ul style="list-style-type: none"> • Hard disk encryption (including installation, fault diagnosis & resolution)
Printing	<ul style="list-style-type: none"> • Adding new users • Diagnosis of printer faults • Liaison with contractor to ensure effective resolution of faults

Facilities Management SLA - Schedule One**Facilities**

Premises -	Cleaning hours	Square Metres	Time
Clarkston Library	10	244	TBC

Giffnock Library	12.5	489	TBC
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Mearns Library	15	486	TBC
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Thornliebank Library	4	156	TBC
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Neilston Library	4	4.5	TBC
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Cultural/Sports Services – Thornliebank Primary should this still be required	10	156	
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Eastwood Theatre	30	1995	TBC
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Eastwood High School Sports Facility			
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To be agreed and confirmed

St John's Lower Campus Office (including janitorial services should they require different set ups/ opening/closing hours etc

To be agreed and confirmed

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Reverse Service Level Agreements

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Corporate and Community Services

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Reverse Service Level Agreement



Service Input

Directorate
Corporate and Community Services
Service Area
Community Facilities (Business Support)
Author / key contact for the Company (equivalent to HR business partner)
Moira McFadden
Objectives and Scope of Service
Provide accommodation for a range of activities to individuals, groups, organisations, commercial customers and Council departments.
Services to be provided/standards/commitments
Reverse SLA Corporate/Community/Customer and Business Change
<p><u>Corporate/ Community Services/Chief Execs</u></p> <p>Control Room/ Wardens</p> <p><u>Disaster recovery room</u></p> <ul style="list-style-type: none"> • The Company will continue to house the disaster recovery site for the Community Safety team (CST) at Thorntree Hall. • No charge will be applied for the hire of this accommodation. • The CST will liaise with the Company when the area is required during normal office hours and the area is occupied by a Lessee. • The CST will act as keyholders and will provide their own access to the hall out of hours and when the hall is not in use by a lessee. • The Council will continue to pay all costs associated with the equipment, IT and line rentals to ensure the disaster recovery site is fully functional. <p><u>Key holding/Alarm response</u></p> <ul style="list-style-type: none"> • The Company will provide CST with regularly updated intruder alarm and access information, keys and access fobs for all halls to enable wardens to respond to emergency call outs out of hours (1600hrs – 0800hrs Mon- Fri and 24hrs Sat/Sun). • The Company will work in partnership with CST to ensure that public and staff can be supported when required via CCTV and warden visits. <p><u>Bookings – corporate training program</u></p> <ul style="list-style-type: none"> • The Company will provide Room 5 at Eastwood House for Corporate Training purposes daytime Monday – Thursday. • If there is no other bookings scheduled to take place at Eastwood House, the house will not be opened for one “training” booking and alternative staffed accommodation will be offered. <p><u>Elections</u></p> <ul style="list-style-type: none"> • The Company will provide facilities and staff for the purposes of elections. Charges will apply based on booking requirements of the election team. <p><u>Customer First</u></p>

<ul style="list-style-type: none"> The Company will provide relevant invoice and customer information to Customer First to allow them to take and process customer payment for bookings on behalf of the Company.
Service availability (incl core v peripheral activity eg cafes. public holidays, weekends, out of hours cover etc)
Not applicable
Duties and Responsibilities of both parties
Not applicable
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area
Not applicable
Is there anything you currently do, that you would not envisage doing for the Company?
Not applicable
Policies and Procedures Please list policies and procedures originating from service that the Company would need to adopt. Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.
Not applicable
Financial or other partnership arrangements Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.
Not applicable



Annex 2B

Duties and Responsibilities of both parties

CLT

As noted, the Trust will provide a suitably trained and qualified (pool plant trained in particular) member of staff to open and operate the centre during the agreed hours of school use.

It will provide a designated manager as the main link with the school

CLT will be responsible for the reporting of repairs and for liaison with Property over maintenance issues. .

CLT will be responsible for the provision, maintenance and replacement of sports equipment. The CLT will ensure that sports equipment is available for the school's programme of activities as agreed at the start of each school session.

School

The headteacher or their nominated deputy will act as main link with the CLT

There will be review and planning meetings at an agreed frequency between school and CLT to monitor the operation of this agreement and to consider future plans. The timing of these meetings will ensure that any major changes or variations can be reflected within the Trust Business Plan, to be agreed by East Renfrewshire Council as part of its budget setting process.

There will be a formal review meeting in June of each year to review performance of the agreement over that school session and to discuss proposals for the forthcoming session.

Both school and CLT will act in accordance with this memorandum of understanding.

Policies and Procedures

As noted, the school will carry out all activities in line with "Safe Practice in Physical Education and School Sport",

The Company will operate swimming pools in accordance with all relevant legislation and industry guidance: for example Managing Health & Safety in swimming pools and PWTAG

The CLT will ensure that safe systems of work are in place; that pool and facility operating procedures are in place; that appropriate emergency and evacuation procedures are in place, together with a business continuity plan.

The CLT will continue to maintain the CIMPSA European Swimming Pool safety award for the centre.

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Education

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Reverse Service Level Agreement



Service Input

Directorate
Education
Service Area
Catered Holiday Activity Camps
Author / key contact for the Company (equivalent to HR business partner)
Ian Pye
Objectives and Scope of Service
Provision of a mainstream holiday activity camp programme but targeting children who are in receipt of a free school meal (or equivalent measure). To include a healthy lunch and associated activity programme Monday to Friday 10.00am to 3.00pm in 2 locations for a total of 7 weeks per year.
Services to be provides/standards/commitments
<p><u>Catered Holiday Activity Camps</u></p> <p><u>Aims</u></p> <p>To ensure that children who are entitled to a free school meal (or equivalent measure) continue to have access to a free healthy meal outside the school term. To engage with vulnerable children and young people during holiday periods, ensuring a safe and nurturing environment and support from positive adult role models, who encourage them to make friends and play with others. To provide sport, physical activity and other activities which promote health and wellbeing during the school holidays.</p> <p><u>Priority</u></p> <p>Provide high quality opportunities for children who are in receipt of a free school meal (or equivalent measure) to participate in a holiday activity camp programme which includes a healthy lunch and associated sport and physical activities. Providing opportunities for 5-7 year olds, 8-12 year olds and 11-13 year olds.</p>
Service availability (incl core v peripheral activity eg cafes. public holidays, weekends, out of hours cover etc)
<p>The service and activities will be available Monday to Friday (except public holidays) in school holidays in line with the paragraph below.</p> <p>Catered holiday activity camp programmes will be supported and coordinated in partnership with Education staff and Active School staff e.g. 4 weeks in Summer, 2 weeks in Easter and 1 week in October each year.</p>
Duties and Responsibilities of both parties
<ul style="list-style-type: none"> • The Company will support the planning and delivery of 2 x catered holiday activity camps for children and young people for 7 weeks a year in partnership with the Council. • The Council will provide core funding of £60,000 per annum for a 7 week programme of catered holiday activity camps. Costs of catering will be deducted directly from this budget. • The Council will liaise and work in partnership with Active Schools and sports development staff to plan and deliver the catered holiday activity camps at an operational level.

Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area

A minimum of 50% of catered holiday activity camp participants are free school meal entitled (or equivalent measure).

Is there anything you currently do, that you would not envisage doing for the Company?

Not applicable

Policies and Procedures

Please list policies and procedures originating from service that the Company would need to adopt.

Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.

Not applicable

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.

- Council core funding of £60,000 per annum for a 7 week catered holiday activity camp programme. Cost of catering will be deducted directly from this budget by the Education department.
- The Company will undertake on a yearly basis monitoring and evaluation of the catered holiday activity camp programme and accrued information will be made available to the Council in an agreed report format.

Reverse Service Level Agreement



Service Input

Directorate
Education
Service Area
School Pool Chemicals
Author / key contact for the Company (equivalent to HR business partner)
Robert Hammond
Objectives and Scope of Service
Chemical Contract monitor and framework negotiations
Services to be provides/standards/commitments
When procuring chemicals for use in East Renfrewshire venues this includes chemicals for 2 school sites Isobel Mair and Thornliebank resource centre.
Service availability (incl core v peripheral activity eg cafes. public holidays, weekends, out of hours cover etc)
Not applicable
Duties and Responsibilities of both parties
<p>We will negotiate on the technical aspect of the contract</p> <p>The school will undertake their own ordering direct under the framework and maintain records in terms of quantities to enable future contracts to be negotiated based on actual demands.</p> <p>The intention would be that a pool plant lead will be utilised to undertake this support</p>
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area
<p>Supplier will provide quarterly reports</p> <p>Full contract specification is available if required from May Harvey in Procurement</p>
Is there anything you currently do, that you would not envisage doing for the Company?
Not applicable
Policies and Procedures
<p>Please list policies and procedures originating from service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>

Full chemical handing data is trained and detailed at each site.
See schedule 1.

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.

No financial aspects in terms of recharge contact value monitoring will be undertaken by the Company to ensure Quick Quote parameters are not exceeded

Reverse Service Level Agreement



Service Input

Directorate
Education
Service Area
School Pool Safety and Assessments
Author / key contact for the Company (equivalent to HR business partner)
Robert Hammond
Objectives and Scope of Service
Provision of support, advice, weekly monitoring, Safety Audits and Assessments to Isobel Mair school and Thornliebank resource centre. On issues of pool plant practice and problem solving.
Services to be provides/standards/commitments
Not applicable
Service availability (incl core v peripheral activity eg cafes. public holidays, weekends, out of hours cover etc)
The service will be available during normal office hours, excluding public holidays and weekends: <ul style="list-style-type: none"> Monday to Friday 8.30 am – 4.00 pm.
Duties and Responsibilities of both parties
<ul style="list-style-type: none"> School undertake regular pool monitoring and testing every 2 hours. In the event of plant failure this is a PaTs issue, however given the specialist nature of pool plant filtration there is a need for “expert” input from Venues staff. If required staff are sent to facility to assist PaTs staff, at present this is the role of the pool plant co-ordinator however from 31st may this post will cease to exist. The intention would be that a pool plant lead will be utilised to undertake this support as described above.
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area)
Not applicable
Is there anything you currently do, that you would not envisage doing for the Company?
Given the post which undertook these duties is being deleted, there is a discussion of funding these visits and if the schools can put in place a monitor
Policies and Procedures
Please list policies and procedures originating from service that the Company would need to adopt.

Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.

- Swimming Pool Safety Policy.
- Service / Maintenance Contracts.
- Annual Swimming Pool Plant Safety Audits.
- Provision of advice and guidance on requirements, qualifications and training.
- Provide advice with regard to NOPs, EAPs, qualification and authorisation of coaches etc.
- Input to specification of swimming pool plant and associated equipment.
- Advice on good practice and changing legislation/ practice/standards in sector.
- Advise on water standards and monitoring procedures.
- Advice on standards and good practice. (including PWTAG, PAS 39, Managing Health and Safety in Swimming Pools – HSE 179).
- Monitor water quality reports and report to Unit and line management and to SPLASH trends and patterns.

Financial or other partnership arrangements

Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.

We currently assist in the following:

- Coshh Assessments.
- Risk Assessments.
- Normal Operating Procedures.
- Emergency Action Plans.
- Organisation of training for plant operators.
- Assist with 6 monthly service contracts.
- Assisting in post incident investigations.
- For monitoring of pools one hour per week would be required, a total of 5 hours per month. This would be around 45mins per site.
- For policies and procedures these would most likely run concurrently with our own.
- For annual safety audits at least 3 to 4 hours per year.
- For service contracts 6 hours per year would be required.

Reverse Service Level Agreement



Service Input

Directorate
Education
Service Area
School library service
Author / key contact for the Company (equivalent to HR business partner)
Claire Scott
Objectives and Scope of Service
School library service: provide support in the development of literacy, learning, critical thinking and information and digital literacy skills. Promotion of reading for enjoyment and inspiring wider reading.
Services to be provided/standards/commitments
<p>Please note: the school library service is going through re-design at this time as a result of budget reductions which are to be implemented in 2016/17 and 2017/18. This may alter the shape of the service and thus the nature of partnership working and support provided. This SLA is written on an “as is” basis, other than the removal of line management responsibilities. Any subsequent alterations as a result of re-design would be taken through the change process as set out in the Services Agreement.</p> <p><u>Leadership and development</u></p> <ul style="list-style-type: none"> ▪ Provide strategic direction for the service, in support of literacy, information literacy and the curriculum ▪ Promote collaborative working across schools and between school and community libraries ▪ Initiate or support shared activities between school and community libraries which will develop literacy, information literacy, reading for pleasure and pupil achievement ▪ Provide support in service planning and self-evaluation <p><u>Professional support</u></p> <ul style="list-style-type: none"> • Provide information on new services and/or developments of new services provide by the community library service. • Share national and local developments and best practice in libraries and school libraries. • Raise awareness of relevant training opportunities. <p><u>Support for Library Management Service (LMS) and online resources</u></p> <p>Support effective use of LMS by:</p> <ul style="list-style-type: none"> • Administering and configuration of the LMS. • Providing first point of contact for issues and problems related to the use of the LMS. • Liaising with the LMS supplier for any issues that the Company staff cannot resolve. • Providing appropriate training and support on new LMS features or functions that affect the

school library service.

- Managing the integrated online catalogue to include each school collection.
- Access to and use of e-subscription services such as e-book collections, online resources subscribed to by the Company.

Support for self service

- Assisting in the procurement process by offering advice, support and experience.
- Liaising with the LMS supplier to ensure that selected self-service system is correctly configured and appropriate licenses are accounted for.
- Support for LMS and self-service configuration issues that arise.
- Arranging training and support assistance at point of installation.

Support for the provision of accurate and relevant management information:

- Provide access to, and support in the use of, the 'Talis Decisions' reporting tool

Resources

- Lending service to schools to satisfy requests

Partnership

- Offers school libraries the opportunity to participate in the local, regional and national events and festivals
- As part of programmes delivered collaboratively, provide sessions on information literacy, heritage and digital resources in community libraries.

Service availability (incl core v peripheral activity e.g. cafes. public holidays, weekends, out of hours cover etc.)

The service will be available during normal office hours, excluding public holidays and weekends:

- Monday to Thursday: 8.45 am – 4.45 pm.
- Friday: 8.45 am - 3.55 pm

Duties and Responsibilities of both parties

Not applicable

School/Education department

- Make appropriate use of technology provided
- Ensure that suitable technology is provided to operate the LMS
- Make reasonable efforts to enable school librarians to undertake relevant training
- Maintain at minimum per capita spend on library materials
- Allocate a member of the school senior management team to line manage and liaise with the school librarian

The Company

- Ensure the effective operation of the LMS and other systems provided by the Company
- Manage support arrangements for LMS and other relevant systems
- Allocate a suitably experienced and qualified manager to work with the school librarians

<ul style="list-style-type: none"> ▪ Provide opportunities to participate in relevant CPD and information-sharing
<p>Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area)</p>
<p>Not applicable</p>
<p>Is there anything you currently do, that you would not envisage doing?</p>
<ul style="list-style-type: none"> • Direct line management of school librarians e.g. PRD, maximising attendance, annual leave, discipline and grievance etc.
<p>Policies and Procedures</p> <p>Please list policies and procedures originating from service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
<p>Not applicable</p>
<p>Financial or other partnership arrangements</p> <p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
<p>Not applicable</p>

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Reverse Service Level Agreement



Service Input

Directorate
Education
Service Area
Gladstone
Author / key contact for the Company (equivalent to HR business partner)
Scott Simpson
Objectives and Scope of Service
<p>Customer First will process Customer Not Present bookings and payments on behalf of the Company. In order to do this Customer First need access to the Company software applications including –</p> <ul style="list-style-type: none"> • Gladstone MRM Plus2 • Capita Alto LMS • Spektrix box office booking system <p><u>In Scope</u></p> <ul style="list-style-type: none"> • Customer Not Present payments for sales and bookings <p><u>Out of Scope</u></p> <ul style="list-style-type: none"> • Chip & PIN and/or Online bookings and payments • All other areas normally dealt with through Corporate IT support e.g. corporate printing, corporate desktop PCs, telephony, etc. • Support to other corporate systems e.g. Civica
Services to be provides/standards/commitments
<p>Application Support</p> <ul style="list-style-type: none"> • The Company will provide access to all systems necessary to allow Customer First to process bookings and payments for the Company services including: <ul style="list-style-type: none"> ○ The sports & leisure management system Plus2 ○ The library management system Capita Alto ○ The theatre box office system Spektrix • In the case of Plus2 the Company will provide sufficient software licenses to allow Customer First to access the system at all times during their operation. • The Company will provide usernames and password for all Customer First staff designated as users of the systems • The Company will undertake training and awareness sessions as required by Customer First for any new starts or when a significant change to the software takes place. • The Company will liaise with the corporate IT dept. to investigate network or access issues should they occur.
Service availability (incl core v peripheral activity eg cafes. public holidays, weekends, out of

hours cover etc)
<p>The service will be available during normal office hours, excluding public holidays and weekends:</p> <ul style="list-style-type: none"> Monday to Thursday: 8.45 am – 4.45 pm Friday: 8.45 am - 3.55 pm <p>With the exception of negotiated and pre-approved out of hours support.</p>
Duties and Responsibilities of both parties
<p>Customer First will –</p> <ul style="list-style-type: none"> Report any and all application access issues to the appropriate Company system administrators Provide as full an explanation of the fault as possible Log out of all the Company’s applications when not in use and at the end of each session <p>The Company will –</p> <ul style="list-style-type: none"> Respond to the initial support email within 3 working days Investigate and resolve fault within 7 working days Undertake to liaise with corporate IT for any issues out with the Company’s immediate control If fault is irresolvable within timescale then an explanation of the reason will be given
Key performance indicators / measurement / performance review (it is proposed that consideration of KPIs is deferred until the “review period” unless something robust exists for your area
<ul style="list-style-type: none"> Initial response to fault call within 3 working days Where possible full resolution within 7 working days
Is there anything you currently do, that you would not envisage doing for the Company?
Not applicable
Policies and Procedures
<p>Please list policies and procedures originating from service that the Company would need to adopt.</p> <p>Please confirm that you are able to adjust these as necessary for the Company to consider adopting from “go live” date.</p>
Not applicable
Financial or other partnership arrangements
<p>Please list any on-going arrangements you have with the services that are transferring e.g. GP Referral scheme, jointly funded posts etc.</p>
Not applicable

Memorandum of Understanding

Service Input: **Management of Eastwood High Sports Centre**

Objectives and Scope

This Memorandum of Understanding covers the operation of the sports facilities at Eastwood High Sports Centre during school hours and for the specified period of school use after school hours. The sports centre will be licensed to the East Renfrewshire Culture & Leisure Trust (CLT) as of 2 July 2015, with the Trust becoming the main occupier of the facilities.

Eastwood High School will be the agreed daytime priority user of the sports facilities (swimming pool; 2 x games halls; gym; dance studio; 2 x synthetic pitches; running track). This priority user status will apply to the times set out in the service availability section below.

The aim of this agreement is to ensure:

1. That school curricular and extra-curricular activity is supported with pupils receiving excellent opportunities and experiences in sport and physical recreation
2. That maximum value is derived from the assets
3. That the assets are maintained and protected to ensure they retain their use and value
4. That the centre is managed in such a way as to ensure high standards of service for all customers

Culture & Leisure Trust

Services to be provides/standards/commitments

- a. The CLT will provide a suitably trained and experienced member of staff to act as building responsible person
- b. The CLT will ensure that all facilities are available for school use in line with the times set out below
- c. Where because of an unplanned situation some or all of the facilities are not available, the CLT will inform the Headteacher of the High School by 08.45am.
- d. The CLT will give the High School maximum possible notice of planned closures e.g. for essential maintenance. Wherever possible, the CLT will schedule such maintenance outwith curricular time.
- e. The CLT will provide suitably trained staff to open the building in time to have it available for school use. Where absence prevents the allocated member of staff from attending, the CLT will supply an adequate, suitably trained substitute
- f. The CLT will ensure that the facilities are available each day for agreed school use. This will not include set-up of sports equipment which will be the responsibility of the school.
- g. The CLT will have responsibility for the operation of plant within the centre and for monitoring its use
- h. The CLT will carry out testing of swimming pool water at agreed frequencies. Results of these tests will normally be reported to Trust management in the first instance: anything which presents a significant risk or requires immediate closure of part or all of the facilities will however be reported immediately to the Headteacher.
- i. The CLT will have responsibility for reporting maintenance issues for the sports centre and for liaising with Property over maintenance and any required capital works
- j. The CLT will hold the budget for dedicated cleaning for the sports facilities, and, for the duration of the cleaning Service Level agreement, will work in close co-operation with the Facilities Management to ensure that facilities are cleaned to a suitable standard for both school and community use.
- k. The CLT will carry out "spot cleaning" through the day.
- l. The CLT will provide vending within the centre, ensuring that all stock complies with Education healthy eating and nutrition policies
- m. The CLT will provide a designated manager to act as the main link with the school

Eastwood High School/East Renfrewshire Council (The Council)

- I. The school will ensure that all lessons and activities are supervised by suitably trained and experienced staff
- II. This will include providing an appropriate number of qualified staff to act as lifeguards during activities when pupils are using the swimming pool
- III. In addition to the obligations set out in section 1 above, the school will inform the CLT of proposed swimming pool activities in order that any necessary adjustments can be made by the CLT to the water treatment
- IV. School staff will draw any maintenance issues to the attention of CLT staff
- V. The school will carry out its activities in a manner that does not have an adverse impact on the building, its condition and equipment
- VI. The school will carry out all lessons and activities in accordance with "Safe Practice in Physical Education and School Sport", as published by the Association for Physical Education. This will include visual inspection of indoor and outdoor facilities prior to the start of lessons and activities.
- VII. For the duration of the cleaning Service Level agreement, Facilities Management will work in close co-operation with the CLT to ensure that facilities are cleaned to a suitable standard for both school and community use.
- VIII. The school will carry out its activities in such a way as to minimise cleaning requirements
- IX. The school and Council will advise the CLT of any works or activities that will have an impact on the operation of the sports facilities and customer access to them.

Service availability (incl core v peripheral activity e.g. cafes; public holidays, weekends, out of hours cover etc)

Period of use.

Eastwood High School will be the agreed daytime priority user of the sports facilities (swimming pool; 2 x games halls; gym; dance studio; 2 x synthetic pitches; running track). This priority user status will apply to the following times during school terms and Monday to Friday only:

- a. Swimming Pool – 8.30am to 4pm
- b. Games halls, gym, dance studio and outdoor facilities – 8.30am to 6pm

It is recognised that the school may wish use of the facilities at other times e.g. for major school events and performances. To enable the CLT to carry out business planning and make budget projections, the 2014/15 school use levels will be taken as the baseline for this use. Any additions and variations to that level will require to be agreed between school and CLT. The CLT will have the ability to seek additional payment to compensate for loss of planned income caused by any increased school use over and above the 2014/15 baseline.

The school will provide the CLT with a schedule of its planned curricular and out of hours use in advance of each school term.

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East Renfrewshire Council Culture and Leisure Trust

Business Plan Refresh

May 2015

Executive summary

Background

In June 2014 East Renfrewshire Council (“ERC” or “the Council”) approved the feasibility report that recommended proceeding to a second stage in relation to the transfer of both culture and leisure services to a charitable trust. The study showed two key potential benefits:

- Substantial projected savings from a reduction in non-domestic rates charges and VAT permitted by the Trust’s charitable status.
- The opportunity to enable a new, fresh, efficient and commercially focussed approach to delivering culture and leisure services across East Renfrewshire with a view to driving further financial and non-financial benefits

The Council agreed to the development of a business plan for the transfer of the identified group of services to a culture and leisure trust by the summer of 2015. The business plan was approved by Council in December 2014 and has been refreshed in May 2015 to reflect progress including the appointment of the Trust Board, new Chief Executive, updated budget figures and updated legal documentation to underpin the Trust.

Delivering savings

A primary aim of transferring culture and leisure services to a charitable Trust is to deliver immediate savings in non-domestic rates and VAT. Around two in three Scottish local authorities have now transferred some form of culture and leisure service to a Trust for this reason. Based on 2014/15 actual figures, the projected net savings for the Council by transferring to a Trust are between £360,000 and £465,000 per annum. VAT savings will be subject to discussion and approval with HMRC and these discussions are ongoing.

The projected savings from rates and VAT would form a crucial contribution to the wider savings programme currently being undertaken by the Council. East Renfrewshire Council is required to make £22m in savings over the next 3 years as a result of budgetary pressures. The Council has set out £1.3m of savings that are required from culture and leisure services over the next 3 years. This figure already includes around £0.4m to be delivered by the Trust from rates and VAT savings. In the event services are not transferred to the Trust, this £0.4m would be required to be saved by other means potentially posing a direct risk to jobs across culture and leisure services.

The delivery of savings via charitable trust status is a key reason for proceeding with the transfer of services however it is not the only basis. The establishment of a new charitable organisation provides an opportunity for flexibility and autonomy to create a body solely focussed on delivering improved leisure and culture services. This has been a key outcome for other local authorities in Scotland that have reaped the rewards of transferring services to a separate Trust. The opportunity is set out further below:

Services Transferring to Trust

The Council is proposing to transfer the following services to Trust:

- Sports and Leisure Venues
- Sports Development Services
- Active Schools
- Libraries
- Arts Development & Eastwood Theatre
- Community Halls

The services represent a broad spectrum of facilities, services and programmes related to the provision of culture and leisure services across East Renfrewshire.

- The four main sports and leisure venues serve over 0.5 million visitors every year including swimming lessons and Active Gym memberships.
- Sports development and Active Schools.
- The 18 community halls and out of hours school services accommodate almost 1 million visitors per year.
- Libraries provide an extensive range of services across 10 locations with a strong focus on community engagement with around 400,000 visits each year
- East Renfrewshire has a strong and vibrant arts and culture presence with Eastwood Park Theatre a key hub for performances and learning.

The ownership of the assets transferring will remain with the Council as will responsibility for continued capital investment in them. This is a key principle of the transfer agreement.

Leisure and culture are recognised as cornerstones of the Council's commitment to the people of East Renfrewshire. The provision of these services requires a significant subsidy from the Council on an annual basis. The cost of services has been in the region of £9.5m to £10.5m over recent years with income fluctuating between £3.1m to £3.7m. This has led to subsidies from Council of between £6.2m to £7.2m. This is reflected in the table below:

	£m	£m	£m	£m	£m	£m
Year	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
Total Cost Actual	10.38	10.55	9.88	9.72	9.64	10.11
Total Income Actual	3.10	3.72	3.44	3.35	3.38	3.46
Total Deficit Actual	7.28	6.83	6.44	6.37	6.26	6.65

The Council has assessed the strengths and weaknesses of its current service provision with a view to identifying scope for improving the quality and efficiency of services and improving financial performance. In summary, the Council identified key strengths in customer satisfaction and staff skills and knowledge. Areas of weakness include the variable quality of buildings and assets and the ability of services to compete in the market in terms of marketing, promotional material and pricing competitively, particularly in the gym and leisure industry.

This analysis has also prompted an analysis of opportunities to refresh the way in which services are delivered. Key themes across all services are set out below:

- More effective and professional promotion and marketing of services
- Opportunities to improve service by strengthened partnership working
- Development of leadership and empowerment of existing staff
- Joint programming and shared events management leading to opportunities for larger scale events to raise profile

Transferring services to a Trust will offer flexibility and autonomy in delivering some of the changes identified. The full operating plan for the Trust will be developed by the appointed Board and the new Chief Executive of the Trust who will be tasked with delivering the change in direction required to achieve the Trust's objectives. As part of developing the detailed operating plan, the Trust management and Board will set a clear vision and objectives. At this stage, the draft vision and objectives have been established in this refreshed business plan

The success of the Trust will be measured against the finalised objectives through a series of Key Performance Indicators. These KPIs will be refined and approved as part of the development of the detailed operating plan.

Management, Staff and Governance

All staff wholly or mainly assigned to the roles transferring to the Trust will move to the Trust. Staff will transfer with their existing terms and conditions of employment under TUPE. The list of casual staff not covered by TUPE transfer will be passed to the Trust to give the opportunity for a continuity of service upon commencement of the Trust. The Trust will also apply to be admitted to Strathclyde Pension Fund. All other local authorities who have set up a Trust have been successfully admitted previously.

The new Chief Executive, Anthony McReavy has been appointed by the Trust and tasked with guiding the Trust through its early years, meeting the Council's savings targets and delivering the changes required to improve services. The recruitment process commenced in January 2015 and was successfully concluded in March 2015. The cost of the new Chief Executive post forms part of additional recurring costs of around £298,000 per annum associated with establishing and operating the Trust. Other costs include insurances and regulatory costs. Rates and VAT savings figures have been presented net of these recurring costs.

The proposed board structure for the Trust is a board of nine individuals comprising four selected from the Council, four independent board members and one Trade Union member to represent staff. The Board was successfully recruited in March 2015. The Board will be supplemented by two ERC Council Officers acting as board observers.

It is proposed that the Council will continue to provide core back office support to the Trust on its establishment. These services will include Accountancy, HR, Legal Services and a range of other functions. These services will be provided via a service level agreement that will form part of the suite of legal documents supporting the formal Transfer and Services Agreement between the Council and the Trust. The continuation of back office support services from the Council to the Trust in the long term will be a matter for discussion between both parties going forward.

Summary

Local authorities across Scotland recognise that the transfer of culture and leisure services to a charitable trust presents an opportunity to make immediate savings on non-domestic rates and VAT. At a time of unprecedented financial pressures for East Renfrewshire Council, the requirement to make £20m in savings over the next 3 years means all avenues for savings must be explored. The Council requires culture and leisure services to make £1.3m in savings over this period, £0.4m of which is targeted from NDR and VAT savings. By not moving to a Trust, this £0.4m would be required to be met by other means, potentially posing a direct risk to jobs across these services.

In addition to immediate savings linked to charitable status, moving leisure and culture services to a separate body presents an opportunity to revise the approach to delivering services and in particular to renew focus on customers, efficiency savings and growing revenues. The appointment of the board and new Chief Executive are key steps in creating a platform to change the way services are provided.

This refreshed business plan sets out the key principles underpinning the transfer of services to a Trust and identifies the key role it could play in assisting the Council to meet its savings targets over the next three years.

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1. Introduction

This section introduces a brief history to the proposed establishment of the East Renfrewshire Culture and Leisure Trust (“the CLT” or “the Trust”)

1.1 Background

In October 2013, East Renfrewshire Council (“ERC” or “the Council”) agreed to progress a feasibility study to consider the potential for transferring services to a Trust. The Council had previously considered the potential benefits and issues associated with the transfer of services to a Leisure Trust, most recently in 2007. Following consideration of options for a Leisure Trust at that time, the Council decided that there was not a strong enough case for the creation of a Trust.

However, since 2007, the Council’s financial context has grown significantly more challenging leading it to look again at options for alternative methods of delivery with the aim of making savings for the next three years and beyond.

In 2014, the Council appointed EY as financial advisors and Brodies as legal advisors to advise on the development of a feasibility study to set out the potential benefits that could be driven through transferring culture and leisure services to a trust.

The feasibility report was presented to Council in June 2014 and recommended the transfer of both culture and leisure services to a charitable trust. The study showed that there would be substantial financial benefits attached to transfer to a culture and leisure trust through projected savings from a reduction in non-domestic rates (NDR) charges and VAT savings permitted by the Trust’s charitable status.

In addition to NDR and VAT savings, the feasibility report highlighted that the establishment of a trust could enable a new and fresh approach to delivering culture and leisure services across East Renfrewshire. A more efficient, more commercial and more customer focussed approach could deliver further benefits.

The feasibility study was approved by Council in June 2014 and, based on the significant projected savings, the Council agreed the development of a business plan for the transfer of the identified group of services to a culture and leisure Trust by the summer of 2015.

The ERC Culture and Leisure Trust Business Plan was presented to Council cabinet in December 2014 and approved. The appointment of the Trust Board and recruitment of a Chief Executive commenced in 2015 and all posts have been successfully appointed. A refreshed Business Plan was instructed for May 2015 including a foreword by the newly appointed Chief Executive.

The Trust will see the Council follow in the footsteps of around two thirds of Scotland’s local authorities who have already transferred services related to culture and leisure into charitable trusts.

1.2 Charitable Trust status

The transfer of services to a charitable trust requires the incorporation of a new company and a submission to OSCR (Office of the Scottish Charity Regulator) for charitable status. A number of considerations must be taken into account relating to the application:

- ▶ In order for the Trust to meet the ‘charity test’, it should ensure that it has charitable objectives and goals in addition to providing benefits to the public.
- ▶ There are additional financial and administration considerations for the Council. A separate set of Trust charitable accounts must be produced that complies with the charities Statement of Recommended Practice for accounting (SORP).

- ▶ The process to register can take some months to complete

This refreshed Business Plan coincides with the application to OSCR and sets out the proposed route to transferring services from the Council to the Trust. A summary of the key elements is set out below:

1.3 Business Plan and Business Plan Refresh

The original business plan presented the following:

- An overview of Leisure and Culture services in East Renfrewshire
- A summary of the core principles that underpin the proposed transfer of services to the Trust
- The strategic objectives of the Trust
- The financial plan
- The proposed management, employees and governance of the Trust
- The next steps to incorporating the Trust

This refreshed Business Plan amended the initial content to include the following:

- Foreword by the new Chief Executive
- Updated financial information to reflect the 2014/15 actuals and 2015/16 budget
- Updated information reflecting the ongoing OSCR application, HMRC discussions and ongoing legal documentation that will underpin the Trust
- A range of other updates to reflect progress during 2015

2. Leisure and culture in East Renfrewshire

Before setting out the vision and objectives of the Trust it is important to consider the specific needs and requirements of East Renfrewshire as a local authority area. This sub section describes some of the individual factors that differentiate East Renfrewshire from neighbouring local authorities.

2.1 Demographics in East Renfrewshire

East Renfrewshire is situated to the south of the city of Glasgow. It covers an area of 17,400 hectares; 85% of which is rural land. The town of Barrhead lies to the west of the authority with Newton Mearns, Clarkston, Giffnock, Thornliebank and Busby located in the east. There are also three villages: Neilston, Uplawmoor and Eaglesham, and two smaller settlements: Waterfoot and Shillford. The area is divided into ten community council areas.

In 2011 the population of East Renfrewshire was 90,574, an increase of 1.4% since 2001. The East Renfrewshire population is estimated to grow by a further 5.4 per cent by 2025. The older population is expected to increase with the proportion of those over 65 predicted to account for 28.7% of the population of East Renfrewshire by 2035, and equate to 25,600 people.

Working age people living in East Renfrewshire is expected to fall from 64 per cent to 59 per cent. The proportion of young people under 15 is expected to fall slightly by 0.3 per cent over the next decade.

Of the 37,225 households in East Renfrewshire, married or same-sex couple families (either with or without children) were the most common household type at 34 per cent. This was followed by households with one person aged under 65 living alone or with one person aged 65 or over living alone. Lone parent families accounted for 10 per cent of all households. East Renfrewshire Council is higher than the Scottish average in households with married / civil partners with dependent children (21.1 per cent).

East Renfrewshire is one of the most ethnically and culturally diverse areas in Scotland, with significant Jewish and Muslim communities. The number of residents from an ethnic minority background in East Renfrewshire increased from 3,436 in 2001 to 5,363 in 2011, an increase of 56%. In 2011, ethnic minority residents accounted for 5.9% of East Renfrewshire's population compared to 4% in Scotland. The most prominent among minority ethnic groups in East Renfrewshire are Pakistani Scottish / British and Indian Scottish/British.

16.7% of East Renfrewshire's population self-report to have a long term health condition which has an impact upon their routine daily activities; this is slightly below levels experienced in Scotland – 19.6%. Barrhead is notable among East Renfrewshire's communities in that it experiences a higher level of limiting and long-term health conditions - 21.8%- than Scotland.

Single Outcome Agreement

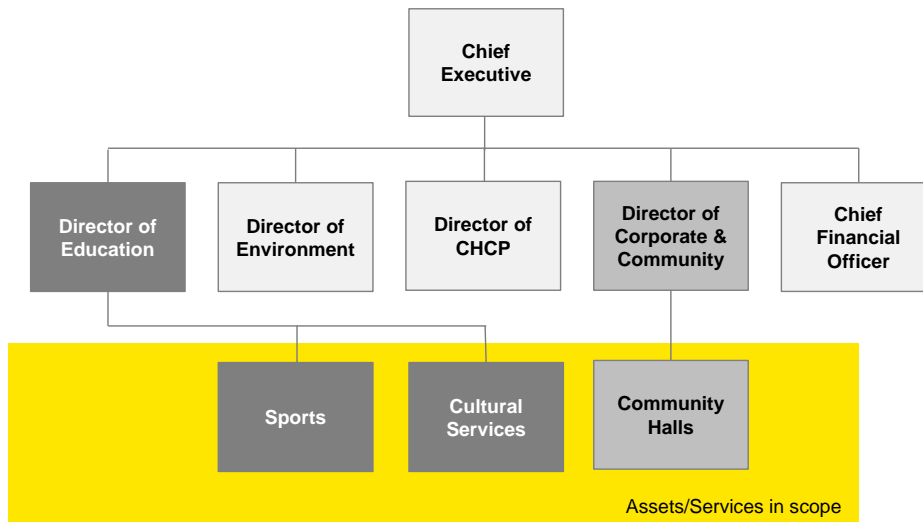
The Single Outcome Agreement (SOA) is East Renfrewshire Community Planning Partnership's (CPP) commitment to working together to deliver a range of outcomes for the local people. Its key focus is to improve the lives of the people of East Renfrewshire and promote equality and fairness. There are 5 key SOA outcomes. For the purposes of the Trust, 4 of these outcomes and objectives are particularly relevant:

SOA	Objective
SOA 1 – All children in East Renfrewshire experience a stable and secure start to their lives and are supported to succeed.	1.2 – Our young children are healthy, active and included.
SOA 2 - East Renfrewshire residents are fit and active and have the skills for learning, life and work.	2.1 - Children are confident, effective learners and achieve their full potential 2.2. - Children and young people raise their educational attainment and achievement, developing skills they need during their school years and into adulthood. 2.3 - Residents have the skills for employment through increased take up of education and training opportunities. 2.4 - Residents are active and optimise their health and wellbeing
SOA 3 – East Renfrewshire is a thriving, attractive and sustainable place for residents and businesses to grow.	3.3 – Residents live in communities that are strong, self-sufficient, resilient and supportive.
SOA 5 – Older people in East Renfrewshire are valued; their voices are heard and they are supported to enjoy full and positive lives for longer.	5.1 – Older people are able to live as safely and independently as possible in the community and have control over their care and support. 5.2 – Older people feel included and empowered to make a valuable contribution to their local communities.

2.2 Current Delivery Structure

Within the Council's organisational structure, both Sport and Culture sit within the Education Directorate under the same Head of Service who also has responsibility for Continuing Education. The Community Halls and out of hours bookings for schools are the responsibility of a Head of Service in the Corporate & Community Services Department. This is shown in the following diagram:

Diagram 1: Current organisational structure for in-scope assets/services



Source: ERC, EY presentation

2.3 Trust services

There are certain commonalities across many of the services transferring to the Trust. To prevent repetition, common aspects are considered at this point. All or many of these services:

- work across the broad spectrum of residents, working hard to be inclusive and remove barriers to participation which may stem from age, gender, cultural background, disability and also poverty.
- work in partnership to deliver outcomes, across all sectors, including partnerships with the CHCP and NHS.
- have operational responsibilities for health and safety; fire evacuation; operational risk management; ensuring facilities are maintained to be fit for purpose and welcoming and safe for customers.
- have key roles to play in the Council's Civil Contingencies arrangements, particularly in relation to 'rest centre' provision.
- provide facilities for elections within East Renfrewshire, both as polling stations and for the election counts.

The services are split into six core areas as follows:

- Sports and Leisure Venues
- Sports Development
- Active Schools
- Libraries
- Arts Development & Eastwood Theatre
- Community Facilities

Each area is defined below including a description of key activities.

2.3.1 Sports and Leisure Venues

Description:

East Renfrewshire has four main sports and leisure venues that offer a strong variety and breadth of facilities and services.

Barrhead Sports Centre is located on Barrhead Main Street and includes a 25 metre swimming pool, teaching pool, games hall, squash courts, dance studio and a comprehensive gym. It is currently undergoing a £3.8m 1,200 sqm extension that will create the Barrhead Foundry offering upgraded sports facilities, a new Barrhead Library, an improved café, an IT suite, meeting/conference spaces and an employability and business zone. This work will be completed in early 2015. The current sports centre site when fully operational attracts approximately 250,000 visits per annum. This will be expected to rise significantly following the opening of the Barrhead Foundry.

Neilston Leisure Centre is located in Neilston Main Street and has a 25 metre swimming pool and a very small fitness suite. This site currently is on track to achieve around 30,000 visits per annum. There is potential to build this significantly through programming redesign.

Eastwood Park Leisure is part of the same building that includes Eastwood Park Theatre and the Carmichael Hall. Its facilities include a 25 metre swimming pool, a teaching pool, gym and a health suite. The site achieves approximately 220,000 visits per annum. There has

been an identified need for capital investment at the site and this is currently the subject of a bid to the Council's capital programme. In addition to the capital improvements, programming re-design offers the opportunity for further service improvements over both the short and the longer term.

Eastwood High Sports Centre is situated in Newton Mearns and shares a campus with Eastwood High School. It contains a 20 metre swimming pool, two games halls, a dance studio, two synthetic pitches and a running track. This venue currently attracts approximately 40,000 visits per annum. Revised programming also has the potential to grow improvements in the longer term.

There are currently 2,400 Action Zone members.

Key Activities:

<p>Four sports and leisure centres:</p> <ul style="list-style-type: none"> ▪ Barrhead Sports Centre ▪ Neilston Leisure Centre ▪ Eastwood Park Leisure ▪ Eastwood High Sports Centre ▪ Over 0.5 million visitors per annum 	<p>Home to key facilities:</p> <ul style="list-style-type: none"> ▪ 4 swimming pools ▪ 2 teaching pools ▪ Multiple games halls ▪ 2 fitness suites ▪ Multiple dance studios ▪ Running track
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2.3.2 Sports Development

Description:

Sports Development provides an extensive range of opportunities which allow and encourage East Renfrewshire residents to participate in sport and physical activity. The activities stretch from supporting informal recreation to working with our sports clubs to enable young athletes to progress to elite level.

Fitness programmes are provided in both the sports centres and other community locations. These encompass both the high impact end of the spectrum and less intensive activities, including those aimed at older people. The programme has expanded significantly in recent years, although, as with other areas, it has faced disruption from building closures and building works.

Swimming development takes place at all four swimming pools in East Renfrewshire have swimming lesson programmes for primarily children and young people. These range from introductory learning to swim classes through to more advanced skills development which can lead to progression to club level. The programme is led by a development officer with co-ordinators administering the programme at each site and utilising a large group of tutors/coaches.

Partnership with local sports clubs and building their capacity continues to be a key priority. The development and sustainability of Community Sport Hubs has been vital in building a framework so clubs can work together to expand opportunities. External funding flows through this service from a range of partners to support participation, club development, school-club links, coach education and club accreditation.

This year there are 2,500 participants on swimming lesson block programmes and 131,000 sports development coaching participants.

<p>Fitness programmes:</p>	<ul style="list-style-type: none"> ▪ Developing physical literacy in very young children through to sports participation for older people ▪ Providing participation opportunities for minority
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Swimming lessons	<p>communities</p> <ul style="list-style-type: none"> ▪ Working in partnership with local sports clubs to support and enable their growth and development ▪ Providing coach education both for our own coaching workforce and volunteers in clubs ▪ Organising and contributing to the organisation of events e.g. Commonwealth Games roadshows ▪ Enabling volunteering opportunities in sports, allowing young people to develop their skills, confidence and potential for employment ▪ Supporting walking groups and other informal exercise activities
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2.3.3 Active Schools Programme

Description

Active Schools is a sportscotland funded (75% of costs) programme designed to encourage children and young people to get active and stay active. An Active School Coordinator is based in each school cluster to increase the number of good quality opportunities to participate in sport within schools. Sportscotland has confirmed funding for the Active Schools programme for the next 4 years from April 2015 and the partnership agreement with sportscotland is under discussion at this time. This year there are 154,000 Active Schools participant sessions.

Key activities

<ul style="list-style-type: none"> ▪ Working in and with schools to provide opportunities for pupils to participate in sports and physical activity, and to develop their skills ▪ Organising and supporting the delivery of out of school hours sports activities ▪ Working alongside partners to provide pathways for participation 	<ul style="list-style-type: none"> ▪ Proving training and development for teachers and child development officers in delivery physical activity programmes within schools, in order to ensure a sustainable approach ▪ Developing resources to support these programmes ▪ Increasing the recruitment and support of volunteers to deliver activity sessions in schools ▪ Increasing opportunities to participate in inter-school sporting competitions ▪ Undertaking sports leadership programmes and link schools to local sports clubs.
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2.3.4 Libraries

Description

East Renfrewshire has ten libraries of varying scales with one in each community within East Renfrewshire. There are four medium-sized libraries in Barrhead, Clarkston, Giffnock and Mearns, each open over 50 hours per week and smaller sites in Busby, Eaglesham, Thornliebank and Neilston with very small part-time library centres at Netherlee and Uplawmoor.

The vision for libraries is that they will act as community hubs or focal points. They are accessible and inclusive community spaces, contributing to personal and community development through both direct delivery and partnerships. They support literacy, learning and creativity.

In 2013/14 there were 429,400 library visitors and 294,100 virtual visitors.

Key activities:

<ul style="list-style-type: none"> ▪ Free information service, including 24/7 access to online newspapers, encyclopaedia, research and family history resources. ▪ Book lending services, including large print and talking books in a variety of formats and languages including Polish, children's dual language and Gaelic ▪ Free support and access to digital resources including e-books, e-audiobooks, digital magazines and newspapers ▪ Support to digital inclusion through free access to computers with high speed internet access; Office applications, assistive technologies and printing facilities; ▪ Wide range of free computer courses and mobile technology sessions to support residents to get online, access council services and community information. ▪ Several libraries have dedicated learning suites for IT, ESOL and adult and family learning sessions. ▪ Dedicated spaces in libraries for children and young people with wide range of books and digital resources. ▪ Regular storytimes and an extensive programme of Bookbug sessions which encompass play, learning and social relationships which help to foster emotional and physical well-being. 	<ul style="list-style-type: none"> ▪ Promotion of reading, literacy and information skills to children and young ▪ Holiday programmes for children and young people in partnership with sports and art services ▪ Support of national reading activities including Book Week Scotland, World Book Night, National Libraries Day, Summer Reading Challenge and Bookbug Week. ▪ Advice and support services in partnership with community and voluntary groups, council services and external agencies e.g. Citizens' Advice Service, Age Concern, Hear to Help, WorkER etc ▪ A local history and heritage service, based in the heritage centre in Giffnock library, with access to quality online resources including East Renfrewshire's Heritage website Portal to the Past ▪ Access to community rooms in libraries which are free to use by strategic partners for outreach activity and can be hired by groups and clubs. ▪ A book delivery service for homebound residents with visits made by volunteers. A resource service is also provided to residential care homes and primary schools throughout East Renfrewshire.
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2.3.5 Arts Development & Eastwood Park Theatre

Description

Eastwood Park Theatre is situated in the same building as Eastwood Park Leisure and Carmichael Hall. The Theatre has a 338 seat auditorium and currently offers a professional programme alongside an extensive range of performances by local theatre groups. It also includes a meeting room and an arts workshop for classes and for hire. The upper floor houses a gallery area and a bar. The venue also offers a café on the ground floor with free Wi-Fi.

A range of visual arts classes are offered for adults, children, young people and parent and child throughout the day and evening, after school and at weekends. Most classes are fee paying with concessions available.

The arts team work with schools to offer young people opportunities to participate in visual art projects which provide stimulating art experiences. Teachers' learning is supported with a range of continuing professional development events provided by the service. A limited programme of fee paying courses in dance, drama and creativity is currently offered for early years and primary aged children with sessions held in Eastwood Park Theatre and Giffnock library. The service works with a range of partners within the council including sports, libraries, instrumental music and health improvement to create valuable art experiences for people and communities.

Key activities:

<ul style="list-style-type: none"> ▪ A 338 seat auditorium, a small meeting room, gallery and art workshop which are available for hire and for professional performances ▪ Support and development to performing arts/theatre users groups to create a thriving theatre community ▪ A range of chargeable visual art classes in Eastwood Park, and in a small number of community venues, which provide access to professional tutoring for beginners through to portfolio preparation. ▪ A range of short courses for early years and young children based in Eastwood Park and some community venues ▪ A programme of events and activities in Eastwood Park and the Foundry which have been developed through engagement with local communities and artists. 	<ul style="list-style-type: none"> ▪ A gallery exhibiting both professional and local artists and which provides young people with opportunities to showcase their work. ▪ Access to programmes and activities throughout East Renfrewshire, including an Early Years Festival, for families with young children which encourage participation and interaction. ▪ Opportunities for schools to participate in projects and activities which provide new experiences and opportunities to work with professional visual and performing artists. ▪ Partnerships with council services, community groups and voluntary organisations to enhance cultural activity in East Renfrewshire ▪ The theatre had 41,600 visitors in 2013/14.
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2.3.6 Community Facilities

Description

The Community Facilities team delivers service in 18 community halls and pavilions and processes bookings out of hours in 35 schools. In 2013/14 there were 1 million visitors to halls and out of hours at schools.

The Community Facilities team assist new customers to find suitable accommodation to meet their needs, provides advice and support to customers arranging regular activities or one off events and social gatherings. The team ensure customers receive a welcoming and safe environment to allow individuals, community groups and commercial customers to deliver a variety of activities including art, drama, dance, support groups, corporate training, a wide range of sporting activities, charity events, political, social functions and weddings.

The activities take place across a wide variety of facilities from the prestigious surroundings of Eastwood House to community Halls in the heart of local communities in Eaglesham Busby, Neilston and Barrhead to the smaller shared facilities in Muirend, Netherlee and Woodfarm. Facilities are shared with either Libraries or Sports Pitches (ERC Environment) and in some cases both.

The bookings team have extensive knowledge and ability in terms of programming the various facilities and schools out of hours to ensure a fair and consistent approach guided by

the Council's letting and charging policy. This knowledge serves to minimise costs whilst maximising resources and income across the service.

The Community Facilities team has a far reaching impact ensuring that other council services are able to deliver on the SOA outcomes by using our facilities.

We work closely with Management Committees and Forums at Arthurlie House, Dunterlie Resource Centre, Mure Hall Company and Woodfarm Mgt Committees.

We deliver the Operational and Facilities Management role for all bookings and assume the project management role for any development within the Community Facilities.

Key activities:

<ul style="list-style-type: none"> ▪ Advice is provided to a range of constituted groups, commercial organisations and individuals to allow them to organise and participate in a variety of activities and events that significantly contribute to the SOA outcomes (e.g. older people's lunch groups; dancing classes and clubs). ▪ The facilities allow many other services within the Council to deliver on the core theme of 'prevention' particularly around sport, education, activities for young, older, disabled and minority ethnic members of the community. 	<ul style="list-style-type: none"> ▪ Provision of venues for social functions, including weddings, christenings and birthday parties. ▪ In addition to the 18 community halls and 35 schools available for hire, the service supports management committees at Mure Hall; Arthurlie House and Woodfarm High School Community Wing.
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2.4 Financial performance overview

The provision of culture and leisure services requires a significant subsidy from the Council. The performance over recent years is summarised below:

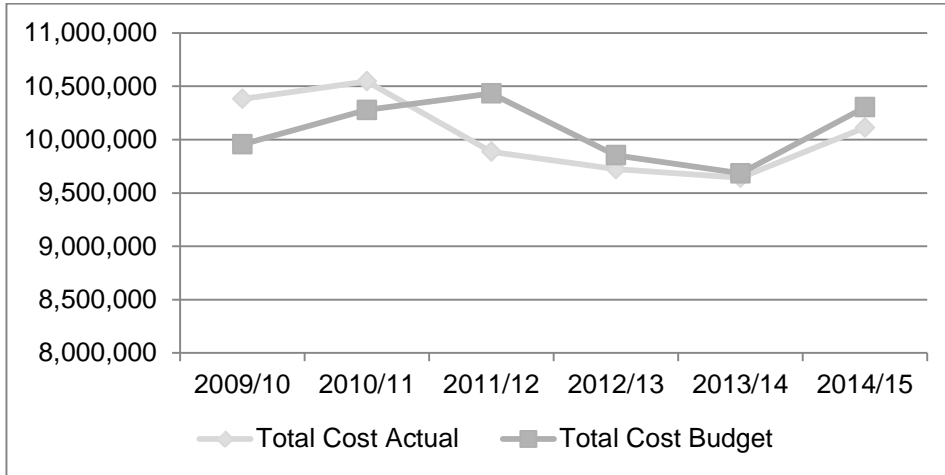
	£m	£m	£m	£m	£m	£m
Year	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
Total Cost Actual	10.38	10.55	9.88	9.72	9.64	10.11
Total Income Actual	3.10	3.72	3.44	3.35	3.38	3.46
Total Deficit Actual	7.28	6.83	6.44	6.37	6.26	6.65

The subsidy to culture and leisure services continued to reduce over the 5 years to 2013/14 but rose to £6.65m in 2014/15. Revenues have stayed relatively flat, peaking at £3.72m in 2010/11 and reducing to £3.38m in 2013/14 and £3.46 in 2014/15, indicating that reduction in costs has been a key focus since the economic downturn in 2007 / 2008.

The cost analysis graph below highlights that actual costs reduced significantly from £10.4m to £9.6m over 5 years to 2013/14 but rose to £10.1m in 2014/15. Payroll has been the key driver of this movement with costs down from £6.2m in 2009/10 to £5.3m in 2013/14 but rising to £5.9m in 2014/15. Payroll continues to be the largest cost associated with leisure and culture services. Other major cost areas such as property costs and administration have increased marginally over the period reflecting a number of issues including strain on capital budgets to revitalise older buildings and higher costs for goods and services across the economy.

Actual costs were higher than budgeted costs during 2009/10 and 2010/11 but were within budget during 2011/12 , 2012/13, 2013/14 and 2014/15 reflecting real efforts by the Council to drive costs down and meet strict budget targets.

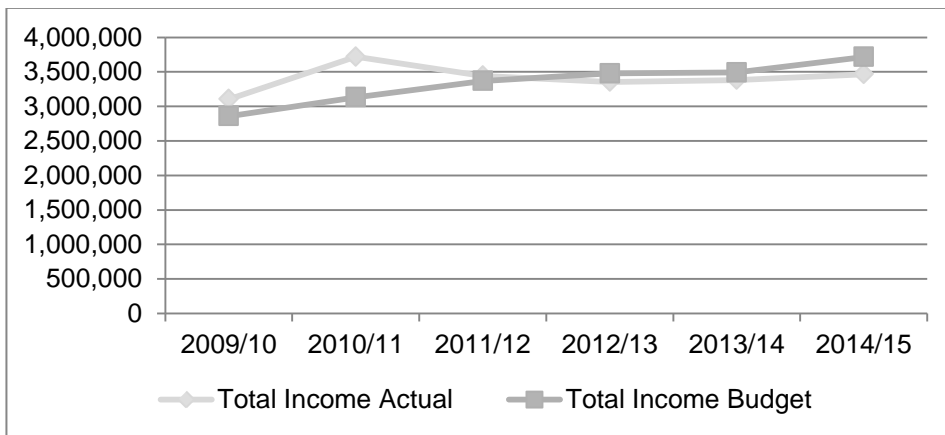
Cost analysis



The income analysis below signals a relatively flat income performance over the past 6 years either at or marginally behind budget with the exception being 2010/11 when revenues exceed budget at £3.7m.

Income performance has been flat for a number of reasons including frequent pool and leisure facility closures, limited product development and increased competition in the market.

Income analysis



Summary

The financial analysis highlights that significant savings have been achieved in the delivery of culture and leisure services, the majority being driven from payroll reductions. Income has remained relatively flat. The objective of the Trust is to continue to make operational savings and efficiencies in the delivery of services in addition to savings made possible from business rates and VAT through charitable status. Crucially, the Trust will also give a renewed sense of ownership and commercial focus to the delivery of services which will enable income to grow.

2.5 Operational performance overview

The Council has tracked the performance of culture and leisure services through a series of key performance indicators (KPIs). The KPIs are set out in Appendix C and indicate an overview of performance over the 5 years to 2013/14.

The analysis indicates significant falls in attendances to pools, sports and leisure facilities and libraries with visitors to halls at a steady state. Visitors to schools have increased significantly.

Overall satisfaction levels from services remain consistently good highlighting some areas that could be improved.

2.6 Analysis of current service provision

The tables below identify the strengths and weaknesses of the current provision of Culture and Leisure services in East Renfrewshire. The variety and breadth of facilities and services provided across East Renfrewshire means that qualities and limitations can be variable. The analysis therefore presents a broad picture of the current service provision across the six core service areas.

Qualitative analysis of current service provision

Service	Sports & Leisure Centres	Sports Development Services	Libraries	Active Schools	Arts Development & Eastwood Theatre	Community Halls
Staff skills & knowledge	<ul style="list-style-type: none"> Local knowledge of customers Technical and operational knowledge, although patchy in some areas 	<ul style="list-style-type: none"> Highly skilled and experienced 	<ul style="list-style-type: none"> Good level of training and knowledge across the service. Staff training in new technologies 	<ul style="list-style-type: none"> Highly skilled and experienced 	<ul style="list-style-type: none"> Staff are knowledgeable in their own areas of expertise and receive ongoing training. Training needs analysis required to plug gaps in knowledge and opportunities for development. 	<ul style="list-style-type: none"> Fully trained and dedicated staff group
Buildings and asset condition	<ul style="list-style-type: none"> Variable Significant maintenance backlog Mature Buildings requiring investment to meet current customer expectations 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Variable across sites. Giffnock library and the Foundry will provide modern/flexible space but other libraries require internal upgrades. Heating systems in many libraries are outdated and inefficient. Libraries have constant maintenance issues. 	<ul style="list-style-type: none"> NA 	<ul style="list-style-type: none"> As a venue Eastwood Park complex has significant maintenance issues and requires modernisation. The Theatre auditorium is in generally good condition but some update of the internal fabric will be required in the near future, as it is 8 years since the re-development. 	<ul style="list-style-type: none"> Variable Maintenance Backlog – from a PaTs perspective with minimal service input
Customer satisfaction	<ul style="list-style-type: none"> Variable given conditions and recent disruptions. Loyal local customers who value the products they receive more than the venue in which 	<ul style="list-style-type: none"> High 	<ul style="list-style-type: none"> High levels of customer satisfaction (service awarded Customer Service Excellence) Recent arrangements with temporary libraries 	<ul style="list-style-type: none"> Very high 	<ul style="list-style-type: none"> Improving levels of customer satisfaction but there is inconsistency in gathering customer feedback. 	<ul style="list-style-type: none"> Annual customer survey for the past 10years shows consistently high levels of 97% and above

Service	Sports & Leisure Centres	Sports Development Services	Libraries	Active Schools	Arts Development & Eastwood Theatre	Community Halls
	they are provided		has resulted in a small drop in satisfaction			
Customer focus	<ul style="list-style-type: none"> ▪ New Structure recognises need to improve focus. ▪ Historical and embedded programming proves difficult to adapt to customer demands 	<ul style="list-style-type: none"> ▪ Well developed with evidence led planning 	<ul style="list-style-type: none"> ▪ Staff are clear and focused on delivering excellence to customers 	<ul style="list-style-type: none"> ▪ Well developed with evidence led planning 	<ul style="list-style-type: none"> ▪ Strong focus on customer and delivering high standards to both internal and external customers 	<ul style="list-style-type: none"> ▪ Bookings Process designed around customers. Areas for development include online access for customers
Financial performance	<ul style="list-style-type: none"> ▪ Mixed due to large degree of pool closures in recent years ▪ Overtime costs need reduced 	<ul style="list-style-type: none"> ▪ Variable – coaching programmes performing above expectation, gym s and swimming lessons below expectation through maintenance closures and marketplace competition 	<ul style="list-style-type: none"> ▪ Income generation is small although revenues have fallen in recent years e.g. DVD rental ▪ High cost areas have been controlled e.g, staff cover ▪ High proportion of budget spent on staff, ow on books 	<ul style="list-style-type: none"> ▪ NA 	<ul style="list-style-type: none"> ▪ Theatre hires remain buoyant with targets being met. 	<ul style="list-style-type: none"> ▪ Annual income targets met for 10 successive years ▪ Balanced budget delivered despite challenging maintenance spend
Pricing	<ul style="list-style-type: none"> ▪ Sportscotland review of sports charging identifies pricing at top end of charging scale. 	<ul style="list-style-type: none"> ▪ Top quartile 	<ul style="list-style-type: none"> ▪ Benchmarking with other local authorities, shows the service is generally in the middle pricing bracket with only a couple of areas towards the high end. 	<ul style="list-style-type: none"> ▪ NA 	<ul style="list-style-type: none"> ▪ Pricing for arts development classes are at the higher end when compared to other local providers. Theatre charges have increased significantly over the last 	<ul style="list-style-type: none"> ▪ Mid to High dependent on customer. Commercial and social function income at the high end in comparison to

Service	Sports & Leisure Centres	Sports Development Services	Libraries	Active Schools	Arts Development & Eastwood Theatre	Community Halls
					two-three years but with no impact on number of hires – they appear still to be below benchmark venues.	competitors.
Marketing / Promotion / Communications	<ul style="list-style-type: none"> ▪ Marketing and Communication has not fully embraced Digital Media. ▪ Communications Material in the main is accurate but requires to improve ▪ Promotional activity is limited at present. 	<ul style="list-style-type: none"> ▪ Variable but good local press coverage of some events and activities 	<ul style="list-style-type: none"> ▪ Not sufficiently coordinated with other teams. Would benefit from brand to bring services together. ▪ Good use of social media. 	<ul style="list-style-type: none"> ▪ Variable but good local press coverage of events and activities 	<ul style="list-style-type: none"> ▪ Not sufficiently coordinated with other teams or effectively targeted ▪ Good use of social media. Good use of e-mail marketing. ▪ Quality of theatre brochure is high, but only promotes one service rather than entire venue. 	<ul style="list-style-type: none"> ▪ Traditionally poor whilst understanding the promotion of services that don't recover full costs generates specific challenges.
IT deployment	<ul style="list-style-type: none"> ▪ Good records exist and Leisure Management system could be utilised more extensively. ▪ IT system requirements present a barrier to the Customer journey and impede functionality. ▪ Not used fully for management information or marketing 	<ul style="list-style-type: none"> ▪ Well developed with online bookings, although scope for development e.g. swimming lessons 	<ul style="list-style-type: none"> ▪ Concern with regards to age and performance of staff PCs. New public access network not performing to required standard. ▪ Applications including Library Management System performing well. ▪ Public WiFi now available in eight libraries. ▪ Self service embedded and plans 	<ul style="list-style-type: none"> ▪ Well developed 	<ul style="list-style-type: none"> ▪ Concerns with regard to age and performance of staff PCs. ▪ Current booking system working well but could benefit from improved integration with sports and leisure systems. ▪ Good use of Public Wifi made in Eastwood Park. ▪ Not used fully for management information or marketing 	<ul style="list-style-type: none"> ▪ Areas for development include online access for customers

Service	Sports & Leisure Centres	Sports Development Services	Libraries	Active Schools	Arts Development & Eastwood Theatre	Community Halls
Competitiveness in own market			to implement mobile working			
	<ul style="list-style-type: none"> ▪ Competition within easy travel distance of our venues is becoming greater. ▪ Need to be more flexible in approach to trend analysis and re-programming underperforming areas of the business ▪ Issues over building condition cf. prices charged, eg gyms 	<ul style="list-style-type: none"> ▪ Variable – coached activities and swimming lessons well placed – may need to review in light of developing club activities in some areas 	<ul style="list-style-type: none"> ▪ Library service has limited direct competition – most services provided are free. The service has responded to the increase in downloading books by introducing a free e-book/audio book and digital magazine service, but this requires greater profile. ▪ There is competition from other providers of reading material. ▪ Service needs to develop reasons to visit and ability to retain customers. 	<ul style="list-style-type: none"> ▪ N/A 	<ul style="list-style-type: none"> ▪ There is competition from other theatres in in the Greater Glasgow area as hiring venues ▪ More widely there is competition for cultural participation and engagement from Glasgow venues and services. There is the need for the service to identify its place within this market. Work on Arts strategy suggested focus might be on community arts rather than the professional sector. 	<ul style="list-style-type: none"> ▪ Middle to High in comparison to other local authorities and private companies

2.7 A new approach to services

In transferring the management of these services, the Trust has the opportunity to refresh the way in which services are delivered. An analysis of opportunities across the six main service areas has been carried out. Key themes across all services are set out below:

- More effective and professional promotion and marketing of services
- Opportunities to improve service by strengthened partnership working
- Use data/trends to develop programmes and services that increase visits and participation.
- Development of Leadership and empowerment of existing staff will provide opportunity to improve service without capital investment
- New approach to staff training – cross service training and multi –skilling for core staff.
- Joint programming and shared events management leading to opportunities for larger scale events to raise profile
- Ability to promote activity and services in a coordinated approach – cross selling more effectively in order to generate more income and promote services

The new approach to services is defined in greater detail through the Chief Executive statement at the front of this refreshed Business Plan.

In the next section we set out how the Trust is set to redefine its objectives and the way in which it delivers services.

3. Objectives of the Trust

In this section the outline vision, objectives and criteria for assessing the success of the Trust are set out.

Vision: The vision statement that summarises the Trust's purpose

Objectives: The objectives that will guide the Trust's future success

Key Performance Indicators: The areas upon which success will be assessed

3.1 Vision for the Trust

The vision statement for the Trust is as follows: (illustrative at May 2015 and subject to refresh from the Trust Board and Chief Executive)

“Inspiring active and healthy lives”

The vision sets out strategic direction and purpose of trust. It demonstrates why the trust exists and what its ultimate ambition is.

3.2 Trust objectives

A set of outline strategic objectives have been set to structure the vision and purpose of the trust. These objectives map out the future of the CLT and provide a framework for future performance to be measured. They are summarised as follows.

- ▶ Manage the services, assets and employees in accordance with good business practice, legislative requirements and in accordance with the Memorandum and Articles of Association to ensure strong governance and public accountability.
- ▶ Ensure that services contribute to the outcomes contained in the Community Planning Partnership's Single Outcome Agreement
- ▶ Deliver best value for every pound invested in the CLT; including generating investment opportunities for the development and improvement of cultural, leisure and community services.
- ▶ Promote the positive benefits of leisure, cultural and community services in terms of health and well-being, learning, community development and creativity.
- ▶ Promote participation in activities at all levels and for all sections of the community to enable residents to fulfil their potential in their chosen area of activity.
- ▶ Ensure that services meet or exceed the CLT's obligations under the Equalities Act 2010.
- ▶ Develop and nurture robust and productive partnerships with local clubs, community groups, voluntary organisations, NHS, national bodies and customer groups.
- ▶ Ensure our services listen to our customers and respond to their views.
- ▶ Value and develop our staff and promote a culture of empowerment.
- ▶ Offer community venues from which to deliver activities and resources which support inclusion, empowerment, lifelong learning, skills development and literacy.

These objectives focus on the key stakeholders of the trust, such as a focus on staff and customers and promoting the wellbeing of the local community, strong internal corporate governance and value for money themes also exist. However, most importantly, they demonstrate a commitment to aligning the interests of the Trust with the interests of the Council.

3.3 Key performance indicators

To allow the vision and purpose of the trust to be objectively measured and to align the daily activities to its strategic goals, a set of Key Performance Indicators (KPIs) are to be developed.

The KPIs will be developed in line with the breakdown of services that will be set out in the Agreement between the Trust and the Council. KPIs are set out in the table below. The table identifies KPIs that are required by Scottish Government, a range of KPIs already used by the Council and a number of proposed KPIs that will be considered in greater detail before formal establishment of the Trust in 2015.

KPI Heading	KPI Metric	KPI status
Attendances	Number of attendances per 1000 population to all pools;	SG requirement
	Number of attendances per 1000 population for indoor sports and leisure facilities;	SG requirement
	Number of library visits per 1000 population;	SG requirement
	Number of attendances at Eastwood Park Theatre per 1000 population;	Internal measure
	Number of visitors to halls	Internal measure
	Number of visitors to schools (after 6pm and weekends)	Internal measure
	Percentage of pupils taking part in sports activities at least once per week	Internal measure
	Percentage of adult resident population engaging in cultural activities	Internal measure
	Percentage of adult resident population participating in sport and physical activity	Internal measure
Satisfaction	% of services users rating sport & leisure facilities as very good / good;	SG requirement
	% of service users rating libraries service as very good / good;	SG requirement
	% of service users rating theatre / arts service as very good / good;	Internal measure
	Percentage of customers very satisfied / satisfied with Community Facilities;	Internal measure
	Number of complaints received per 1000 population;	SPSO requirement
Revenue and Costs	Cost per attendance at sport facilities;	SG requirement
	Cost per library visit	SG requirement
	Cost per sports centre visit	Internal measure
	Revenue growth at all facilities (TBC)	TBC
Equalities	% usage rates of key equality groups.	Internal measure

KPIs and specific targets will be developed in detail by the Trust board and management team as part of establishing the detailed operational and financial plan.

4. Financial and operating plan

This section sets out the outline financial and operating plan for the Trust to enable it to achieve its objectives and targets.

4.1 Setting the financial plan

A detailed financial plan will be drafted during the period to the proposed commencement of the Trust in the summer of 2015. The detailed financial plan will require formal sign off from the Council and the Trust Board.

Below a number of key components that will inform the financial plan are described.

4.1.1 Non-Domestic Rates and VAT savings

A primary advantage of transferring services to a charitable trust is the savings permitted via non-domestic rates (NDR, rates) and VAT as a result of charitable status. In preparing this refreshed business plan detailed work has been conducted on the actual income and expenditure recorded in 2014/15 associated with proposed services transferring to Trust. This analysis has established a range of potential savings that may be achieved via NDR and VAT. This requires the final agreement of the Assessor. The range of savings is summarised below:

	Prudent range	Best case
NDR	644,071	644,071
VAT	13,968	119,172
Total	658,039	763,243

A range of savings has been provided as all savings would be subject to agreement with HMRC. The range of savings set out above represents gross savings and does not consider costs that would be incurred as a result of operating the Trust, in other words costs that would not otherwise be incurred if services remained with the Council. The net savings from NDR and VAT are therefore set out below:

	Prudent range	Best case
NDR	644,071	644,071
VAT	13,968	119,172
Total	658,039	763,243
Less adjustments:		
Recurring costs*	298,000	298,000
Total adjustments	298,000	298,000
Net savings	360,039	465,243

**detailed in the next section*

Based on the analysis, projected net savings for the Trust from NDR and VAT are between £360k and £465k. All savings defined above will be subject to approval with HMRC (in relation to VAT) and the Rates Assessor (in relation to NDR). These discussions are ongoing following a formal proposal sent to HMRC in early 2015.

4.1.2 One off transition costs

The following one-off transition costs have been identified for the Trust. The costs below are forecasts. Actual costs will be developed closer to the mobilisation phase through the detailed operational and financial plan. These costs are proposed to be met through NDR and VAT savings in year 1 of the Trust.

Transition costs	£
Trust office set up costs	£20k
Legal costs	£29k
Media, website, marketing	£20k
Intern	£3k
VAT training	£1k
Contingency	£20k
ICT	£10k
Total	£103k

4.1.3 Ongoing recurring costs

The following recurring costs have been identified that will be incurred on an ongoing annual basis by the Trust. The costs are forecasts and actual costs will be developed as part of the detailed financial plan process.

Transition costs	£
Chief Executive position (including on-costs)	£100k
Insurances	£70k
External audit fee	£10k
Legal costs	£10k
Other regulatory costs	£10k
Media and marketing	£30k
Contingency	£30k
Water charges	£8k
Staff for High School	£30k
Total	£298k

Recurring costs in 2015/16 are proposed to be met through year one NDR and VAT savings in the same way as one off transition costs.

4.1.4 Savings passed to the Trust

The establishment of the Trust coincides with a significant 3 year budget savings programme being undertaken by the Council. As part of this programme significant savings are required across the Education department which includes leisure and culture and the Corporate & Community Department which includes Community Halls. The transfer of these services does not protect them from the savings that are necessary across the Council.

The savings required by the Council from the Trust in the first 3 years signal a significant challenge. As a result of the Council budget setting process the Education Department and Corporate & Community Department have identified the areas of existing budgets that could deliver the required savings. These areas are identified in the table below. The Trust may choose to make savings in alternative areas to those described and this would be a decision for the Trust upon establishment.

Breakdown of savings:	Committed saving from 2015/16 to 2017/18
Redesign of community libraries	£325,000
Reduction in library bookfund	£66,000
Libraries IT	£25,000
Redesign of sports development	£56,000
Youth diversion	£13,000
Sports centres management/supervision	£56,000
Sports clubs	£8,000
Arts – improve cost recovery	£53,000
Youth diversion	£15,000
Set shifts/opening hours for halls	£53,000
Increased income from community facilities charges	£54,000
Sports Income Generation	£40,000
Sports redesign savings	£25,000
Energy savings	£23,000
Theatre and library income	£12,000
Hall admin	£7,000
General admin savings	£50,000
Total	£881,000

In addition to the £881,000 in savings set out above, the Council has budgeted for a further £400,000 to be saved by leisure and culture services through non-domestic rates and VAT as a result of transferring services to the Trust. The Council therefore anticipates £1.3m of permanent savings from the Trust over the 3 year period. In the event services do not transfer to Trust, the £400,000 expected from rates and VAT savings would be required to be met by other means. This may pose a direct risk to jobs across the services.

4.1.5 Improving financial performance through the Trust

The savings targets passed to the Trust by the Council indicate a minimum level of required savings by the Trust. It is hoped that the Trust will outperform these targets through a combination of seeking greater efficiencies and targeting improved revenue performance. It is envisaged that the Council and the Trust may enter into an agreement to share in any outperformance. A potential gain share mechanism that would see both the Council and the Trust share in Trust outperformance was accepted in principle in April 2015. A formal mechanism will be devised prior to commencement of the Trust in the summer of 2015.

4.2 Leisure and Culture Budget for 2015/16

An indicative Council budget for leisure and culture services for 2015/16 is set out below.

	<u>Sports</u>	<u>Arts &</u>	<u>Community</u>		
	<u>Services</u>	<u>Theatre</u>	<u>Halls</u>	<u>Libraries</u>	<u>Total</u>
Total Gross Expenditure pre savings	5,888,100	652,800	2,246,215	2,116,900	10,904,015
Proposed savings 2015-2016	-155,000	-41,000	-7,000	-29,000	-232,000
Total Expenditure post savings	5,733,100	611,800	2,239,215	2,087,900	10,672,015
Total Income	2,944,000	302,600	731,800	88,100	4,066,500
Net Expenditure	2,789,100	309,200	1,507,415	1,999,800	6,605,515

The budget includes £232,000 of savings delivered through efficiencies as set by the Council. These savings do not include non-domestic rates and VAT savings or efficiencies unlocked by transferring services to the Trust. The Council's proposed approach to establishing the Trust is to allow rates and VAT savings in 2015/16 to meet one-off transition costs and recurring costs. Rates and VAT savings of £412,000 are projected for 2016/17 on this basis. The indicative budget excludes loan charges associated with moveable assets (see 6.2).

In the event services transfer to Trust in 2015/16, the management fee payable by the Council to the Trust would be based upon the budget outlined above. The management fee would be subject to a number of adjustments related to the provision of services between the Council and the Trust. For example, it is envisaged that the Council would continue to provide back office support to the Trust in the early years to provide continuity of services. The management fee may therefore differ from the net expenditure figure above to reflect the provision of those services. Adjustments may also be required for other services such as repairs and maintenance and energy costs which may be anticipated to remain the responsibility of the Council.

5. Management and employees of the Trust

In this section of the business plan the key considerations for employees of the Trust are set out.

5.1 Trust Senior Management

Anthony McReavy was successfully appointed as the new Chief Executive for the Trust in March 2015. Anthony will officially begin his role in May 2015.

- The Chief Executive has outlined his initial aspirations and plans for the Trust in the foreword to this refreshed Business Plan.

5.2 Staff considerations

Delivery of high quality services requires recognition that employees are an organisation's greatest asset. A loyal, committed and engaged workforce is the real key to business success. A learning and development programme will develop and support staff to achieve outcomes. This will include supporting staff within the culture of an organisation which is customer-focussed and service led.

Employee engagement and customer satisfaction are inextricably linked, which in turn drive improved efficiency. A communication strategy to support employee engagement will be developed.

All employees and potential employees (whether full-time, part-time, permanent or temporary) will be treated fairly, regardless of age, disability, gender reassignment, marriage/civil partnership, pregnancy/ maternity, race, religion or belief, sex and sexual orientation.

During the development phase of the Trust, arrangements have been put in place to communicate regularly with employees on progress. This includes Trade Union involvement on the Trust Steering Group; a specific area on the Council's intranet for frequently asked questions; direct mailings to employees and establishment of a staff forum to formally respond to staff queries regarding the Trust. In addition the Board Structure of the Trust will include a member of the Trade Union to ensure employee participation at the decision making level.

The Trust will take over any collective agreements made by the Council in respect of any transferring employees and which are in place at the point of transfer. These will include terms and conditions of employment negotiated through collective bargaining. The Trust will continue to recognise Trade Unions and will set up a new collective bargaining arrangement.

5.3 TUPE

The services in scope for transfer are:

- ▶ Sports centres
- ▶ Sports Development
- ▶ Active Schools
- ▶ Libraries
- ▶ Arts Development
- ▶ Eastwood Park Theatre
- ▶ Community Halls

All staff wholly or mainly assigned to the "transferable role" will move to the Trust. Staff will transfer with their existing terms and conditions of employment under TUPE. This includes:

- ▶ Current hourly rate
- ▶ Hours of work
- ▶ Sick Pay
- ▶ Continuous service
- ▶ Annual leave and public holiday entitlement (including the Eastwood Long Service Award)
- ▶ Working hours as per employment contract

5.4 Staff pensions

The Trust has applied to be given admitted body status within the Strathclyde Pension Fund (SPF) in early 2015. This will enable Trust employees to continue to participate in the Local Government Pension Scheme with no changes to pension provision and full service protection.

By entering SPF as an admitted body the Trust would be committing to all terms that need to be met by the employer. SPF has a structured process that the Council and Trust are following before any firm commitment can be given. This process is on track to be completed before the establishment of the Trust in the summer of 2015.

It should be noted that all other councils who have set up a Trust have been successful in achieving admitted body status.

6. Governance and Monitoring

In this section the legal principles and proposed governance arrangements for the Trust are set out.

6.1 Legal Principles

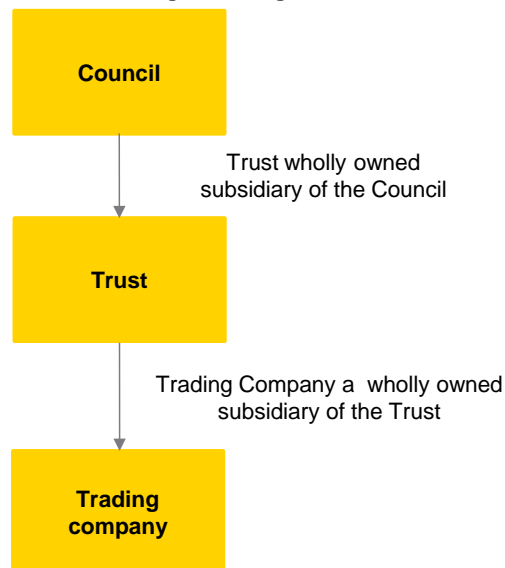
The Trust will be a separate entity from East Renfrewshire Council

The Trust will be run as a wholly separate entity from East Renfrewshire Council with its own governance and board structure

The Council will retain ownership of the assets that transfer to the CLT. The management of the services will transfer from the Council to the CLT.

The following diagram represents the intended corporate structure of the Trust and highlights the wholly owned status in addition to the trading company.

Figure 1: Legal structure



The Trust will be a charitable company

The CLT will be set up as a company, at this stage referred to as “East Renfrewshire Culture and Leisure” (or “the CLT”) to deliver on the established charitable objectives for the Trust.

An application to OSCR for charitable status commenced in early 2015.

The charitable status of the CLT will enable it to make significant savings on non-domestic rates (NDR) and VAT.

By transferring the management of leisure and cultural assets into a charitable trust, the Council will be following a process undertaken by around two thirds of Scotland’s local authorities to date.

The Trust will have a trading company

The CLT will establish a trading subsidiary, at this stage referred to as “East Renfrewshire Culture and Leisure Trading Company” (“the Trading Company”). The Trading Company will undertake all non-primary activities that sit outside the charitable objectives, for example the commercial activities associated with operating any cafés and bars and the rental of business space with profits gift-aided from the Trading Company to the Trust.

The trust will have the following key features:

- As a company limited by guarantee:
 - It gives the company, and its members, limited liability rights
 - It is incorporated under the Companies Act 2006 without issuing shares but instead the member guarantees a sum of money in the event of insolvency
- The directors have duties and responsibilities under the Companies Acts and additional duties as trustees once the company is a registered charity
- It is regulated by both Companies House and the Office of Scottish Charity Regulators (“OSCR”)

6.2 The contract between the Council and the Trust

The contract between the Trust and the Council sets out a range of roles and responsibilities of the parties. Full draft legal documents have been provided to the Trust Board and Trust Chief Executive in April 2015. Below a summary of key components and principles of the legal agreements are set out:

- It transfers control over the facilities and equipment from the Council to the Trust, with the Trust responsible for the replacement of that equipment
- It provides that the repair and maintenance of Trust assets will continue to be undertaken by the Council’s repairs and maintenance team.
- It provides that utilities will continue to be provided by the Council
- It requires the Trust to provide the culture and leisure services in exchange for service payments
- It includes protection for employees in relation to their employment terms and conditions and pensions
- It contains reporting and governance mechanisms ensuring proper scrutiny by the Council
- It requires the Council to provide back office support services to the Trust (the continued long term delivery of these services from the Council being a matter for CLT management and the Trust Board).

Responsibility for the repair and maintenance of assets and the payment of utilities will remain with the Council

At the establishment of the CLT, the repair and maintenance of assets will continue to be undertaken by the Council’s repairs and maintenance team within the ERC Environment Department.

The repair and maintenance of CLT assets will be treated in the same way as any other Council asset.

The terms and conditions of repairs and maintenance and the payment of utilities are set out in detail in the legal documents.

Capital expenditure on assets will remain the responsibility of the Council

Any capital expenditure associated to transferred assets will be undertaken by the Council in agreement with the CLT

Asset replacement for specific assets will be the responsibility of the CLT

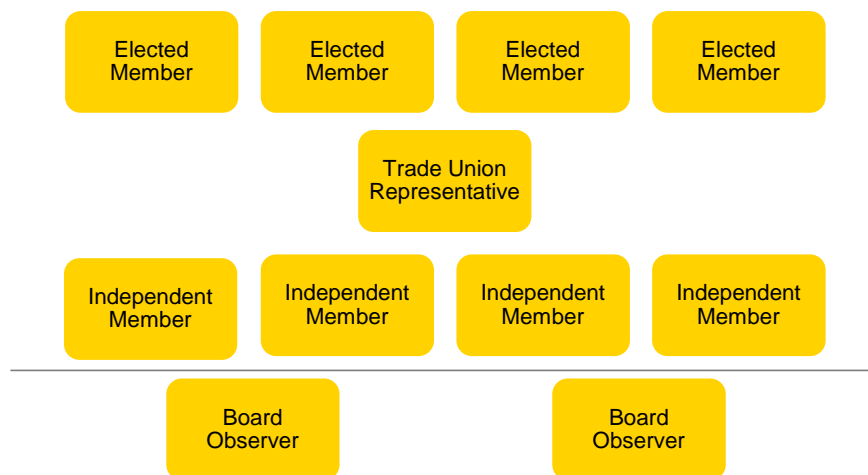
The replacement of moveable assets transferred to the CLT (for example Gym equipment) will be the responsibility of the CLT and not the Council. The individual assets that this requirement refers to are set out in the legal agreements between the ERC and the CLT.

Capital / loan charges associated with these assets will be included in the annual management fee with the Trust expected to repay the Council the cost of these charges up to the point that these loan agreements end. Any subsequent loan arrangements for replacement moveable assets will be the responsibility of the Trust.

6.3 Governance and monitoring

The Trust will have its own Board. The duties and roles and responsibilities of the Board are detailed in the formal Articles of Association. Below we summarise the key governance and monitoring structure.

The Trust board structure is proposed as follows:



The CLT Board is made up of an equal number of Council Elected Members and independent representatives with an additional representative from the Trades Unions as representation for staff. Council members are therefore in the minority on the Trust Board. The Chair will be elected by the Board itself. In addition, there will be two East Renfrewshire Council Officers who will act as observers on the board.

The board structure has been adopted to enable the CLT to meet its objectives

The proposed board structure has been developed by ERC and its legal advisors and draws on lessons learned from other culture and leisure trusts in Scotland. The structure is also compliant with OSCR guidance.

The board member roles will be clearly defined in the Articles of Association

The roles and responsibilities and code of conduct for Board members, including those relating to Board observers are set out in the Articles of Association

The recruitment of the board has been designed to ensure an optimal mix of skills and experience

The board has been successfully recruited in early 2015, prior to the go live date of the Trust, and will therefore act as a “shadow” board until commencement of operations.

The independent board members are set out below:

Professor Grant Jarvie: Professor Jarvie is Chair of Sport at University of Edinburgh and brings considerable experience of leading on a Trust Board and has a demonstrable track

record in securing external funding. He has extensive operational experience including the management of highly successful integrated sports and leisure developments at different universities and has been heavily involved in leading significant change programmes.

Brian Davidson: Mr Davidson is a retired accountant and senior partner from PwC (PricewaterhouseCoopers). He brings a wealth of financial expertise and experience of non-executive Board roles at ICAS (Institute of Chartered Accountants Scotland) and Comar, a multi-arts platform which produces, presents and develops cultural experiences in music, exhibitions and theatre for artists and audiences on Mull.

Jim Wilson: Mr Wilson is a local resident who is Editor of the Sunday Mail, which was awarded Scotland's Newspaper of the Year under his editorship. He has effectively led the management of change across the newspaper title and manages significant budgets. He is editorial executive with Media Scotland and has a key role in stewardship of the Sunday Mail's Centenary Fund.

Dr. Ronald Culley: Dr Culley is a local resident and Chief Officer of Health & Social Care, COSLA. He has considerable partnership working experience in independent, voluntary and professional associations, a strong background in working alongside trade unions, and has a first-class working knowledge of both health and local authority systems and structures.

The Trade Union member is:

Steven Larkin: Mr Larkin is Joint Secretary of the Trade Unions and Secretary of Unison. He brings excellent experience of employee relations and considerable financial knowledge, and a first-class knowledge of East Renfrewshire Council and the operation of our services.

A formal strategic risk assessment and risk mitigation strategy will be undertaken by the board and the Chief Executive

A formal risk assessment will be conducted as part of the detailed financial and operational plan undertaken by the board and the new Chief Executive. A draft risk assessment is contained at Appendix B.

6.4 Performance & Budget monitoring arrangements

The trust will demonstrate the principles of best value in terms of performance planning, management and public performance reporting. This includes having in place effective systems for performance management, measurement and review. The Trust's plans will demonstrate how it contributes to the outcomes in the East Renfrewshire Community Planning Partnership's (CPP) Single Outcome Agreement and the Council's Outcome Delivery Plan. This will include having in place a robust set of performance measures and targets. Performance against these measures will be monitored through the CPP and Council's existing performance management arrangements.

The Trust and the Council will agree to meet annually to review annual performance, existing arrangements and the annual management fee.

The Trust will contribute to the CPP Performance Accountability Review (PAR) meeting twice yearly to discuss performance and identify areas for service improvement. An update and performance data from the PAR forms part of the Council's Strategic Performance report which is considered by Cabinet in December and June of each year.

The Trust will also contribute to strategic initiatives, for example, the Early Years Collaborative.

Budget Monitoring reports should be submitted to Cabinet / the trust board six times per year in line with the Council's reporting structures.

Change event mitigation

The legal agreement between the Trust and the Council will include a provision to ensure that major events that lead to either significant cost increases or reductions in revenue are taken into account when agreeing the management fee between the Council and the Trust.

For example, proposed capital works to Eastwood Park Leisure in the next 2-3 years are anticipated to lead to a period of commercial inactivity of up to one year. The impact of this event is a significant reduction in revenue for that financial year. Unknown events may have similar impacts. As such, the legal agreement is to contain a provision to ensure the Trust and Council can work together to deal with the commercial impact of these events.

7. Next steps and delivery plan

In this section the delivery plan to set up the Trust is set out. It includes a timeframe for key processes and decisions including the detailed financial and operational plan.

7.1 Next Steps

There are a number of key actions required prior to establishment of the Trust. These are as follows:

- Finalise the legal documentation
- Conclude discussions with HMRC and Rates Assessor
- Formal commencement of the Chief Executive role
- Development of the detailed financial and operating plan
- Finalisation of the business plan as a Trust document

These key steps and other components of the mobilisation phase are summarised in the delivery plan set out below:

7.2 Delivery plan for the Trust

Item	Tasks	May				June				July			
		1	2	3	4	1	2	3	4	1	2	3	4
Delivery	Project management	■	■	■	■	■	■	■	■				
	Legal documentation completion												
	OSCR application												
	OCSR approval												
	Strategic pensions advice												
	HMRC engagement												
	HMRC approval												
	VAT registration												
	TUPE transfer process					■	■	■	■				
	Trust in existence												
	Approval to transfer												
	Business Plan refresh					■	■	■	■				
	Detailed operating and financial plan					■	■	■	■				
	Trading company structuring and lease review					■	■	■	■				
	Live CLT date										■		
	Governance Board monthly meetings												

Appendix A Market Environment

Gym prices – private sector

Facility	12 Month Contract (cost per month)	Monthly Casual (cost per month)	Joining Fee
East Renfrewshire Leisure	-	£39.95	-
Private providers			
Exercise For Less, Renfrew	-	£15.00	£20.00
Exercise For Less, East Kilbride	-	£15.00	£20.00
Origins Fitness, Hillington	-	£30.00	-
Pure Gym, Paisley	-	£16.99	£15.00
Glasgow Fitness, Thornliebank	£29.99	£34.99	£20.00
Virgin Active, Glasgow	£45.00	£53.00	£15.00
Nuffield, Giffnock	£49 - £57	-	-
Parklands Country Club, Newton Mearns	£70.00	-	-

Gym prices – public sector

Facility	12 Month Contract (cost per month)	Monthly Casual (cost per month)	Joining Fee
East Renfrewshire Leisure	-	£39.95	-
Local Authorities			
South Lanarkshire	£41.15	-	-
Renfrewshire Leisure	£31.50	-	£30.00
Glasgow Life	£33.00	£37.00	-
North Ayrshire	£34.00	-	-

Theatre private hire

Private hire venue	Capacity	Commercial (1 x Evening Performance)	Non-commercial (Week-long Hire)
Eastwood Park Theatre	322	£726	£3,922
Public sector			
Howden Park Theatre	296	£754*	£6263*
Motherwell Theatre	392	£1089*	£6154*
The Mitchell Theatre	410	£1,000	£7,000
The Village Theatre	314	£808*	£4462*

*pricing includes additional technical charges to ensure comparability with Eastwood Park Theatre

Appendix B Risk Assessment

In this subsection the key risks that may impact the success of the Trust are identified. In addition, a number of mitigation strategies are identified.

Risk Ranking	Potential Risk/Issue	Commentary	Mitigation
1	The Trust is unable to meet the savings targets set by the Council	The Trust is being asked to make £1.3m in savings over its first 3 years by the Council	The Trust and Council work collaboratively in the lead up to mobilisation to ensure the Trust is set up to succeed
	The Trust is unable to successfully transition into a new way of working	The Trust's success relies upon finding a more commercially focussed and efficient way of delivering culture and leisure services	The appointments of the Board and Chief Executive are shaped to ensure transition to a new way of working is a priority
	Maintenance backlog continues	Maintenance of assets has been a key drawback for culture and leisure services	The responsibility of maintenance will remain with the Council for the initial years of the Trust. The Trust will have recourse to discuss the quality and responsiveness with the Council In addition, the Council and Trust Agreement will set out the Council's commitment to provide maintenance services
	Continued capital investment in facilities remains constrained	Future capital expenditure options need to be finalised to ensure a healthy programme of capital investment for Trust Assets	The Council has under consideration significant capital investment at Eastwood Leisure. The Trust and Council will continue to target capital improvements
	The Trust is unable to compete in the market	The Trust faces competition across its services, most acutely in the provision of sports and gym services	The Trust will have the flexibility to respond to competition and be bolder and more commercial in its service provision. A more competitive approach is essential and will be a key element of the recruitment process of the Board and Chief Executive and future staff training.
	Service Level Agreements do not provide the services the Trust requires	The Council will provide a range of back office functions for the Trust for the first 3 years	The Trust could benefit from continuity of back office services from the Council for a given period. At that point the future provision of services may be discussed by the Trust and the Council. Any new agreement would require to consider the cost savings to the Council at a Group / Corporate level given the Trust will be a wholly owned subsidiary.
	ICT hampers the Trusts efforts to succeed	Can the Trust use the Council's existing ICT network	The transition of IT services will be geared towards ensuring issues are limited. Continued investment in IT will be targeted by

the Trust.

Governance Board / Chief Executive recruitment is delayed / unsuccessful	The Board and Chief Executive positions are to be filled in 2015	A proactive approach is being prepared to ensure sufficient time is available to recruit successfully
ERC retained financial liabilities and other balance sheet treatments	ERC's retained financial liabilities should be explicitly documented.	Legal and balance sheet treatments will be considered as part of the Transfer and Service Agreement between the Council and Trust
Future staffing structure	What is the most appropriate operational structure for the Trust	The future operating model for the Trust must ensure that it can continue to provide the broad range of services to East Renfrewshire residents to a high quality. It must also ensure that services are delivered efficiently and competitively. The operating model will be a key component of the detailed financial and operating plan designed by the Chief Executive and Trust Board on appointment.
Incentivising the Trust	The Trust should be incentivised to make cost savings and over-reach revenue targets	A gain share mechanism is being considered to ensure both the Trust and the Council are incentivised to make the Trust a success.

Appendix C Historical performance

Attendances

Description	Date range 1				
	2009/10	2010/11	2011/12	2012/13	2013/14
	Value	Value	Value	Value	Value
10) Sport & Leisure Management. Number of attendances per 1,000 population to all pools	3,566	3,368	3,606	3,289	2,582
Number of attendances per 1,000 population for indoor sports and leisure facilities	4,594	4,747	4,437	4,534	4,345
12a) Number of Library visits per 1000 population	5,434	5,329	5,378	5,301	4,717
Total number of visitors to halls	N/A	364,401	353,157	350,276	366,368
Total number of visitors to schools	N/A	471,295	410,988	418,505	632,204

Performance / Impact

Description	Date range 1				
	2009/10	2010/11	2011/12	2012/13	2013/14
	Value	Value	Value	Value	Value
Percentage of pupils taking part in sports activities at least once per week.	N/A	N/A	N/A	32%	53.6%
Percentage of adult resident population engaging in cultural activities	N/A	N/A	N/A	88%	N/A
Citizens' Panel: % of service users rating libraries service as very good/good	N/A	95%	98%	98%	90%
Citizens' Panel: % of service users rating sport and leisure facilities as very good/good	N/A	84%	86%	79%	85%
Citizens' Panel - Theatre/Arts % of service users rating service as very good/good	N/A	90%	96%	92%	N/A

Description	Date range 1				
	2009/10	2010/11	2011/12	2012/13	2013/14
	Value	Value	Value	Value	Value
Percentage of customers very satisfied/satisfied with Community Facilities (based on Community Facilities Survey Results)	99%	99%	97.5%	97.5%	98%

Revenues and costs

Description	Date range 1				
	2009/10	2010/11	2011/12	2012/13	2013/14
	Value	Value	Value	Value	Value
SC&L01: Cost per attendance at sports facilities £	N/A	£8.38	£7.18	£7.44	N/A
SC&L02: Cost per library visit £	N/A	£4.67	£4.08	£3.88	N/A

Equalities

Description	Date range 1				
	2009/10	2010/11	2011/12	2012/13	2013/14
	Value	Value	Value	Value	Value
% usages rates of key equality groups (BME, Disabled, Elderly) - halls	N/A	10.2%	11.2%	11.1%	9.6%
% usages rates of key equality groups (BME, Disabled, Elderly) - schools	N/A	4.3%	4.3%	4.5%	3.7%
% of community facilities in which all public areas are suitable for and accessible to disabled people	N/A	90%	90%	90%	86%