

**REPORT TO: LEISURE & ARTS SERVICES COMMITTEE 20 MARCH 2006  
POLICY & RESOURCES COMMITTEE 20 MARCH 2006**

**REPORT ON: SWIMMING & LEISURE FACILITIES, ESTABLISHING A LEISURE  
COMPANY WITH CHARITABLE STATUS.**

**REPORT BY: DIRECTOR OF LEISURE & COMMUNITIES, ASSISTANT CHIEF  
EXECUTIVE (MANAGEMENT), DEPUTE CHIEF EXECUTIVE (FINANCE)**

**REPORT NO: 215-2006**

## **1 Purpose of the Report**

- 1.1 This report is to inform the Committee of the outcome of the feasibility study undertaken by Dundee City Council into the possibility of establishing a Leisure Company to operate swimming and leisure facilities currently operated by the City Council.

## **2 Recommendations**

It is recommended that Members:

- 2.1 Agree to the formation of Dundee Leisure to initially manage and operate from 1 April 2006 Olympia Leisure Centre, Lochee Swimming & Leisure Centre, Dundee International Sports Centre, Lynch Sports Centre and Douglas Sports Centre and other services in the City such as community swimming programme and community sports provision in PPP Schools.
- 2.2 Agree the nomination of seven Directors from Dundee City Council to the Board of Directors of Dundee Leisure being three members from the Administration and two members from the opposition parties plus two officers from the Leisure and Communities and Finance Departments.
- In addition to the Council Directors to agree two Directors from the Local Sports Council, two Directors from the Dundee City Disability Sport, two Directors from user groups (one each representing wet sports/dry sports) to be appointed annually at a general meeting, and one Director from the Chamber of Commerce be invited to go on to the Board of the Company. Total number of initial Board members to be 15
- 2.3 Agree to nominate the Convener of Leisure and Arts Services Committee as a Board Member and as Chair of the Company as part of the representation from Dundee City Council.
- 2.4 Agree to the City Council nominating the Leisure and Communities Department's Head of Parks, Sports and Leisure as Managing Director and the Depute Chief Executive (Finance) as Finance Director of the new Leisure Company to assist in the good management of the company for the benefit of the public.
- 2.5 Note a further Director to be nominated by the employees.
- 2.6 Note that the five Leases to Dundee Leisure of the buildings etc from Dundee City Council will be reported to the Economic Development Committee for approval.
- 2.7 Agree the Management Fee to be paid to Dundee Leisure by Dundee City Council on an annual basis (see Appendix 1)
- 2.8 Authorise the Depute Chief Executive (Finance) to provide, if required, short term loans up to a maximum value of £100,000 at an interest rate of 5% to assist the Company with any cash flow shortfall.

- 2.9 Agree to the Management Agreement (see Appendix 2) between Dundee Leisure and Dundee City Council.
- 2.10 Agree that Dundee Leisure can request support services to be provided by the City Council. Any such provision shall be the subject of an appropriate Service Level Agreement between the Department concerned and Dundee Leisure.
- 2.11 Agree to transfer, on their existing terms and conditions of employment, the staff listed in Appendix 3 from the Leisure Centres Section of the Leisure & Communities Department to Dundee Leisure. Note that an agreement between Dundee City Council and the Trade Unions in respect of the transfer of the employees will be submitted to the Personnel Committee for approval.
- 2.12 Agree to support Dundee Leisure being admitted to the Tayside Pension Fund as an admitted body.
- 2.13 Application for 100% non domestic rate relief to Dundee Leisure will be submitted to the Finance Committee for approval, once the Company is established.

### **3 Financial Implications**

- 3.1 The implications of these proposals will result in a full year revenue saving estimated at approximately £640,000 as detailed in Appendix 1.
- 3.2 The Council will pay the utility bills for the facilities transferred which will result in a beneficial impact on the unrecovered VAT on the Company's expenditure. The consequent adjustment in the Company's budget is the management fee payable by the Council which has reduced to £6,703 and is also detailed in Appendix 1
- 3.3. The budget profile of the Company suggests that the Company may encounter a cash flow shortfall in the early months of operation and accordingly it is deemed prudent to have short term loan facilities available to draw down if required at any time. Accordingly it is recommended the Depute Chief Executive (Finance) be authorised to provide the Company with short term loan facilities up to a maximum of £100,000 at an interest rate of 5%.

### **4 Local Agenda 21 Implications**

None

### **5 Equal Opportunities Implications**

- 5.1 The proposals in this report are consistent with the Council's Equal Opportunities Policy.

### **6. Background**

Reference is made to Article VII of the Leisure & Arts Services Committee of the 16 January 2006 and Article III of the Policy & Resources Committee of the 16 January 2006 where the members agreed to the investigation of the feasibility of forming a leisure company with charitable status if possible, to be known as Dundee Leisure and once established to manage and operate the Olympia Leisure Centre, Lochee Swimming & Leisure Centre, Dundee International Sports Centre, Lynch Sports Centre and Douglas Sports Centre.

The feasibility study has subsequently been undertaken and the following report itemises the relevant issues in establishing a leisure company.

## **7 Leisure Company with Charitable Status**

### **7.1 Establishment of the Company**

The financial and legal advisers appointed by the City Council to take forward the proposals to establish a Leisure Company have drawn up the Articles & Memorandum of Association for the new leisure company and have obtained charitable status for the company with the Inland Revenue.

### **7.2 Financial Plan**

The nature of the payment made to Dundee Leisure by the City Council in terms of the Management Agreement would be a management fee for the provision of recreational and sporting services.

The charitable status allows 80% mandatory plus 20% discretionary non domestic rate relief of approximately £442,000 per annum to be granted. The City Council will require to finance 5% of this rate relief at a cost of approximately £22,000. This will be reported to the Finance Committee for approval.

Charitable status allows income to increase by £328,000 due to changes in VAT treatment. This change also results in approximately £39,000 of VAT on expenditure being irrecoverable, giving net saving of £289,000.

Subsequent to the previous committee report, the financial advisers have clarified that the new company will not be exempt from the climate change levy and the previously reported savings of approximately £34,200 per annum will not be obtained.

The Management fee payable by the Council has reduced to £6,703 due to the Council proposing to pay all the utility bills. Dundee Leisure will still retain all the income from the 5 leisure facilities and any associated infrastructure. This is included in the financial information in Appendix 1

Dundee Leisure will be able to join the Authorities Buying Consortium and avail themselves of any purchasing benefits that might accrue through bulk buying supplies with the Council.

Discussions have been undertaken with **sportscotland** who have no issues with the establishment of a leisure company in Dundee. There is no impact on the previous Sports Lottery Funding obtained for Dundee International Sports Centre.

### **7.3 Leases**

As remitted, the Chief Executive has finalised the proposed leases, at an annual cost of £1 each for the 5 different leisure facilities. These leases will be submitted to the Economic Development Committee for approval. The City Council will continue to own the premises operated by the Leisure Company and lease them to Dundee Leisure. The City Council will retain all responsibility for all expenditure on repairs and maintenance. The Lease will be for a period of 25 years with a mutual option to break and review at the end of each 5 year period.

Given the operating deficits of the premises the Scottish Minister's consent is not required before finalising the leases.

The City Council will continue to insure the premises with an endorsement on the City Council Policy for all 5 leisure facilities with Dundee Leisure arranging insurance cover for directors and officers liability only.

### **7.4 Management Agreement**

As remitted the Chief Executive has finalised a Management Agreement between Dundee Leisure and the City Council. Although individual leases have been drawn up for each property it is proposed that one Management agreement is entered into between the City Council and Dundee Leisure for the delivery of services. A copy of the proposed Management Agreement is attached as Appendix 2 for approval. It itemises the service that will be provided and the benefits to the Council.

#### **7.5 Transfer of Staff**

It is proposed to transfer 118 full time equivalent staff as detailed in Appendix 3. Any current permanent staff transferred to Dundee Leisure would be able to return to employment with the Council in the event that the Management Agreement or Leases were terminated. All employees transferring will be able to use all the Council support services. The staff transferred include the Leisure Centres Manager, which it is proposed to be appointed as Manager of Dundee Leisure due to his experience in operating leisure and sporting facilities.

Consultation has been undertaken between the City Council and relevant Trade Union Representatives in regards to the transfer of staff under the Terms of the "Transfer of Undertaking ( Protection of Employment) Regulations 1981 (TUPE)". A draft Agreement has been drawn up in regard to the Terms and Conditions that members of staff will be transferred on. This will be reported to the Personnel Committee for approval and authority for Officers to sign the agreement subject to approval by this Committee of this report.

#### **7.6 Admission to Local Government Pension Scheme**

Dundee City Council, as the administrator of the Tayside Pension Scheme under the Local Government Pension Scheme (Scotland) Regulations 1998, have the power under Regulation 4 to admit bodies into the Scheme providing they meet the requirements of these regulations.

The proposed constitution of Dundee Leisure would comply with the above regulations although the body themselves would require to apply for an admission agreement once they are in existence.

In the event that the body applied for an admission agreement Dundee City Council would be prepared to stand as guarantor in the event of the body ceasing to exist or being unable to meet their liabilities under the Pension Scheme and would be prepared to admit the body to the Local Government Pension Scheme.

#### **7.7 Service Level Agreements**

Dundee Leisure will be able to request various support services be provided by the City Council as required. Any such service shall be managed by an appropriate Service Level Agreement between the Department concerned and Dundee Leisure. They will be part of the Management Agreement and will be annually reviewed both by Dundee Leisure and the City Council for their continued relevance. A Service Level Agreement will be drawn up for Morgan Academy's usage of Dundee International Sports Centre based on their present level of access.

#### **7.8 Leisureactive Scheme**

It is proposed that Dundee City Council continue to process new memberships and collect all fees on behalf of the Dundee Leisure. All income would be banked directly to Dundee Leisure. Any changes required to make this operate can be implemented in the near future so all Leisureactive members can be informed of the transfer before it is implemented.

7.9 **Community Access to Sports Programmes in PPP Schools and Community Swimming.**

Discussions have been undertaken with regard to the provision of Community Access to the sports facilities in the new PPP Schools incorporating community swimming. It is proposed that this service provision will be the subject of a Service Level Agreement between Dundee Leisure and the City Council.

8 **Consultation**

The Chief Executive and Depute Chief Executive (Support Services) have been consulted on the contents of this report and are in agreement. Representatives of the Trade Unions have also been consulted.

9 **Background Papers**

Article VII of the Leisure & Arts Services Committee of the 16 January 2006  
Article III of the Policy & Resources Committee of the 16 January 2006

10 **Signatures**

Stewart Murdoch  
Director of Leisure & Communities Department

Jim Petrie  
Assistant Chief Executive (Management)

David Dorward  
Deputy Chief Executive (Finance)

11 **Appendices**

Appendix 1 Financial Plan  
Appendix 2 Management Agreement  
Appendix 3 List of staff to be transferred

DUNDEE CITY COUNCIL		APPENDIX 1
<b>Leisure and Communities Department - Leisure Company</b>		
<b>Analysis - 2006/07 Provisional Revenue Budget</b>		
<b>EXPENDITURE</b>	<b>DCC</b>	<b>Trust</b>
	£	£
Staff Costs - APTC	749,072	749,072
Staff Costs - Manual	<u>1,687,475</u>	<u>1,687,475</u>
<b>TOTAL STAFF COSTS</b>	<b><u>2,436,547</u></b>	<b><u>2,436,547</u></b>
Non Domestic Rates	442,247	0
Scottish Water Charges	129,690	0
Insurance	36,896	0
Company Insurance	0	5,000
Gas	196,220	0
Electricity	239,450	0
Cleaning	<u>31,550</u>	<u>31,550</u>
<b>TOTAL PROPERTY COSTS</b>	<b>1,076,053</b>	<b>36,550</b>
Equipment and Furniture	42,542	42,542
Vending/Confectionery Purchases	33,320	33,320
Exhibitions, Events & Activities	2,329	2,329
Uniforms	6,869	6,869
Printing & Stationery	1,026	1,026
Telephones	16,710	16,710
Other Supplies & Services	102,377	102,377
VAT Irrecoverable	<u>0</u>	<u>39,703</u>
<b>TOTAL SUPPLIES AND SERVICES</b>	<b><u>205,173</u></b>	<b><u>244,876</u></b>
Car Allowances	<u>1,025</u>	<u>1,025</u>
<b>TOTAL TRANSPORT COSTS</b>	<b><u>1,025</u></b>	<b><u>1,025</u></b>
<b>TOTAL GROSS EXPENDITURE</b>	<b><u>3,718,798</u></b>	<b><u>2,718,998</u></b>
<b>INCOME</b>		
Fees & Charges		
Standard Rated	(1,922,999)	(2,259,524)
Exempt	(193,000)	(193,000)
	<u>(2,115,999)</u>	<u>(2,452,524)</u>
DCC School Hires	(147,194)	(147,194)
THB Health Initiatives Funding	(57,400)	(48,851)
Rents	(6,150)	(6,150)
Heating Recharges	(1,261)	0
Sale of Goods	(50,326)	(50,326)
Other Income	(7,250)	(7,250)
Management Fee	0	(6,703)
<b>TOTAL INCOME</b>	<b>(269,581)</b>	<b>(266,474)</b>
<b>TOTAL NET EXPENDITURE</b>	<b><u>1,333,218</u></b>	<b><u>0</u></b>
<b>N.B.</b>		
It is estimated that the unrecoverable VAT on expenditure is:-		<u>96%</u>
Repairs,Central Support and departmental Admin to be provided free of charge.		
Rates	442,247	
5% NRD Cost	- 22,112	
Income	327,976	
Additional Insurance	- 5,000	
VAT	- 39,703	
	703,408	
Contingency	- 63,408	
Net Savings	640,000	

Appendix 2

MANAGEMENT AGREEMENT

between

DUNDEE CITY COUNCIL

and

DUNDEE LEISURE

2006

Subjects:

PATRICIA McILQUHAM  
DEPUTE CHIEF EXECUTIVE (SUPPORT  
SERVICES)  
DUNDEE CITY COUNCIL

## MANAGEMENT AGREEMENT

between

DUNDEE CITY COUNCIL, the Local Authority for the City of Dundee under the Local Government etc. (Scotland) Act, 1994 and having their principal offices at City Chambers, Dundee (hereinafter referred to as "the Council")

and

DUNDEE LEISURE, a company incorporated under the Companies Acts and having their registered office at Numbers Thirty/Thirty four Reform Street, Dundee (hereinafter referred to as "the Company")

WHEREAS the Company have been granted five leases over the subjects detailed in Schedule II (hereinafter referred to as "the Leases") and WHEREAS it has been agreed that the Company will carry out functions under Sections 14, 15 and 16 of the Local Government and Planning (Scotland) Act 1982 being the provision of recreational and sporting facilities at the Premises on behalf of the Council and that the Council will pay the Company and Management Fee in respect thereof it is hereby contracted and agreed as follows:-

### (FIRST)                      **Definitions**

"the Premises" are the said five subjects more particularly described in and shown delineated and outlined in red on the plan thereof annexed and signed as relative to the said Leases.

### (SECOND)                      **Status of the Company**

In carrying out its obligations under this contract, the Company will act as principal and not as agent of the Council. Accordingly:-

- (a) The Company shall not do or say anything that might lead any other person to believe that the Company is acting as the agent in law of the Council; and
- (b) Save as expressly stated in this contract, nothing in it shall render the Council liable to indemnify the Company in respect of any liability of any kind incurred by the Company to any other person; but this shall not be taken to exclude or limit any liability of the Council to the Company that may lawfully arise by virtue of either a breach by the Council of this contract or any negligence on the part of the Council, its staff or duly authorised agents.

### (THIRD)                      **Operative Period**

The obligations of the parties under this contract shall commence on the First day of April in the year Two Thousand and Six and shall terminate on the Thirty first day of March in the

year Two Thousand and Thirty one unless subject to earlier termination in accordance with any of the provisions of this contract and subject to renewal on such terms and conditions as may be agreed between the parties. Declaring that it shall be in the option of the Council to terminate this Agreement as at every fifth anniversary of the Date of Entry hereunder (i.e. 1st April, 2011, 1st April 2015, 1st April 2021 and 1st April 2026) by giving three months prior notice in writing to the Company.

**(FOURTH) The Company's Obligations**

The Company shall operate the Premises with a view to developing a balanced programme of . In particular, the Company shall carry out the following activities:-

- (a) Develop a programme of different sporting activities with no one sport dominating the peak time programme. The activities offered must include in the swimming centres, swimming, swimming lessons, diving, water polo, aquafit, aquanatal and make provision for all local swimming clubs. Within the sports centres there should be provision for football, basketball, aerobics, bodyjam, body combat, multi-sport, little gym time, baby gym, RPM, gymnastics, body balance, badminton, short tennis, volleyball, netball, hockey, dancing and trampolining;
- (b) Effectively develop and promote the use of the Premises for all forms of sport employing coaches for lessons working with the Scottish Sports Council to promote coaching courses and competitions;
- (c) Develop a programme of holiday activities for local children and other young people;
- (d) Notwithstanding the terms of the said Leases between the parties, the Company shall provide services relating to the management of the Premises including administration, security, protection and cleanliness;
- (e) Liaise with the police and the Council as necessary to take all reasonable practical steps to ensure that the building remains drug free.

The Company shall carry out the services listed in (a) to (e) of this paragraph with a view to maximising attendance by the public at all the premises and operating solvently in effective, efficient and economic manner in accordance with current good management practice, all to the reasonable satisfaction of the Council.

**(FIFTH) Security**

The Company shall be responsible for the security of the Premises and must make appropriate arrangements to ensure its security at all times. A list of keyholders for the

Premises together with their addresses and home telephone numbers shall be supplied to the Council and Tayside Police at the commencement of this Agreement. The said list of keyholders shall be updated by the Company as circumstances require.

**(SIXTH) Environmental Conditions**

The Company shall operate the Premises at temperatures which maintain reasonable player or customer and staff comfort. The Company will maintain lighting levels necessary for safety of persons visiting the building. The Company will ensure that the Premises are maintained in a clean, safe and hygienic condition at all times in so far as this is not an obligation of the Landlord in terms of the Leases.

**(SEVENTH) Staffing**

The Company accepts that by virtue of a separate Agreement (the Transfer Agreement) a number of employees of the Council will transfer under the terms of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE) to the Company. The said transfer will involve the employees receiving their existing terms and conditions of employment, including implementation of job evaluation results, equal pay and the Single Status Agreement between the Council and Trade Unions. The Council will negotiate with the Company an increase in the management fee to reflect the additional costs after 1st April 2006 due to the completion of the Single Status agreement. Any general changes in terms and conditions of Council employees including actual pay awards shall also be applied by the Company to their employees. In the event of the Company wishing to change the terms and conditions of service of these transferred employees, the Company will require the agreement of the employees, Trade Unions and the Council.

Should this Management Agreement be terminated in terms of Clause (THIRD) hereof at the end of any respective five year period, all permanent employees who transfer under TUPE above and any employees subsequently employed by the Company will have the right to TUPE transfer to the employment of the Council at that time.

The Company will require, in order to have continued admission to the pension fund to offer the same terms and conditions of employment to any new employees as those enjoyed by the

employees transferring under TUPE above. The Company will however require approval of the Council to increase the permanent number of its employees.

**(EIGHTH) Pensions and Employee Benefits**

The Council and the Company agree that Dundee Leisure is an admitted body for the purposes of Regulation 4(3) of the Local Government Pension Scheme (Scotland) Regulation 1998 (as amended) ("the LGPS Regulations") as being a body to the funds of which the Council contributes.

The Company undertakes with the Council that prior to completion it will enter into an admission agreement, pursuant to Regulation 4 of the LGPS Regulations with the Council as the administering authority of the Local Government Pension Scheme, to provide access to the Local Government Pension Scheme on and from the effective time for all of their pensionable employees.

The Council and the Company agree that the Council shall sponsor the Company's application to participate in the Local Government Pension Scheme as an admission body by guaranteeing the liability of the Company to pay all amounts due, under the LGPS Regulations in respect of the pensionable employees as if it were a "non-associated admitted body" (as defined in Regulation 4(16)(c) of the LGPS Regulations).

The admission agreement referred to above will be in the agreed form.

The Council shall indemnify and keep indemnified the Company fully and effectively on demands against any and all actions, proceedings, liabilities, costs, losses, damages, claims, demands and expenses (including without limitation all legal and other professional fees and expenses on a full indemnity basis) arising out of or which may be suffered or incurred by the Company in connection with any claim or claims by any employee for membership of or benefits under the Local Government Pension Scheme in respect of any period of service with the Council from the date of commencement of service until the effective time.

The Council undertakes that prior to the effective time it will not exercise any power to increase benefits, or provide benefits, in respect of any pensionable employee without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.

**(NINTH) Trade Unions**

The Council and the Company acknowledge and agree that pursuant to the contracts of employment between the Council and employees and any collective agreement made by or on behalf of the Council with any trade union which is recognised by the Council in relation to any of the employees will have effect after completion as if originally made between the Company and the employees or between the Company and the relevant trade union (as the case may be).

The Company shall require to continue to recognise, consult, negotiate and work with such trade unions throughout the period of the operation of this Management Agreement.

**(TENTH) Employee Director**

At the first general meeting of the Company the Company shall agree that in addition to the existing directors there shall be nominated a director as a representative of the employees. This director may or may not be a trade union official as appropriate but cannot be an employee of the Company or the Council. The said Director will be agreed by all the recognised trade unions as an appropriate person to represent the employees on the Board of the Company and to further the interests of the Company in ensuring its long term viability and the continued employment of the staff.

**(ELEVENTH) Furniture, furnishings and equipment**

The Company shall, by its execution of these presents, be held to have accepted the furniture, furnishings and equipment as detailed in the Schedule I annexed and executed as relative to this agreement. Further furniture, furnishings and equipment purchased by the Council and given to the Company prior to or during the course of this agreement shall fall within the terms of this agreement and shall be deemed to be incorporated within the said Schedule. Said furniture, furnishings and equipment shall remain the property of the Council. The Company shall be entitled to the use and enjoyment thereof for the purposes only of this

agreement and for the duration of this agreement. The Company shall be responsible at its own expense for maintaining, cleaning, repairing and replacing the said furniture, furnishings and equipment as and when it may be necessary due to damage beyond economic repair, obsolescence and fair wear and tear. Replacement items purchased by the Company shall become the property of the Council. At the termination of the agreement, all items as detailed in the first Schedule shall be returned to the Council and the Company shall be responsible for the cost of any listed items not so returned. The Company shall not write off, destroy, remove or replace any item without the prior consent of the Council which will not be unreasonably withheld.

**(TWELFTH) Insurance of Furniture, Furnishings and Equipment**

- (a) The Company warrants that prior to the execution of this agreement, it has disclosed to the Council in writing any conviction, judgement or finding of any Court or Tribunal relating to the Company or any officer of the Company of such a nature as to be likely to affect the decision of any Insurer or Underwriter to grant or continue insurance of any of the risks appearing in this clause.
- (b) The Company undertakes to the Council:-
- (i) to comply with those proper requirements of their Insurers;
  - (ii) not to do or omit to do anything that could cause a policy of insurance in respect of the said furniture, furnishings and equipment to become void or voidable wholly or in part;
  - (iii) to comply with the proper requirements of the Council's Insurers or the Fire Authority or any body or agency empowered to oversee the regulation of waste or special waste;
  - (iv) not to obstruct the access to any fire equipment or the means of escape from the Premises;
  - (v) to give notice to the Council forthwith upon being aware of the happening of any event which might affect the Insurance Policy relating to the said furniture, furnishings and equipment;
  - (vi) forthwith to inform the Council in writing of any conviction, judgement or finding of any Court or Tribunal relating to the Company or any officer of the Company of such nature as to be likely to affect the decision of any Insurer or Underwriter to grant or to continue insurance.

**(THIRTEENTH) Insurance**

The Company shall ensure that at all times there are in force adequate Policies of Insurance against any actions, claims or demands which may be brought or made against the Company by any person, firm or company injured or suffering damage or loss in connection with the Company's activities in carrying out its obligations under this contract. The Company shall, in

addition, ensure that there are in force adequate Policies of Insurance in respect of the actings of its Directors and Officers.

**(FOURTEENTH) Provision of Information**

For the purposes of enabling the Council to verify compliance with this Contract the Company shall compile such information and maintain such management records as are reasonably required under this Contract. The Company shall supply such information and make its records available to the Council in such manner and at such times as may reasonably be required in writing by the Council.

**(FIFTEENTH) Financial Records and Audit Access**

The Company shall keep accounting records ("the records") of all income and expenditure relating to this contract in a manner and to an extent which will enable all such income and expenditure to be identified separately by the Council from any other income and expenditure.

- (a) The Company shall retain the records for five years after the end of the financial year in which the last payment is made under this contract and shall make the records available to the Council at any time before the expiry of that five years.
- (b) The Company shall timeously permit duly authorised staff or agents of the Council and the Council's Internal Auditors to examine the records at any reasonable time and shall furnish suitable oral or written explanations if reasonably required by the Council or their auditors.
- (c) The Council reserves the right to have its staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Company has used the payments made by the Council in performance of this contract.
- (d) The Company shall furnish the Council as soon as reasonably possible on request with a copy of the Company's latest audited accounts.
- (e) The Council reserves the right at any time as it may deem necessary to require the Company to produce evidence of financial resources sufficient to enable it to continue to properly perform the contract, to require any financial statement made by the Company under this contract to be certified by an independent accountant and to call for a report by an independent accountant on the financial systems and controls operated by the Company in respect of monies received by the Company.
- (f) The Company shall comply with all legal requirements contained in the Companies Acts.

**(SIXTEENTH) Monitoring**

The Company shall give access to the staff and agents of the Council, and any third parties by arrangement with and at the reasonable request of the Council to allow monitoring of the performance of the Company in fulfilling its obligations under this contract. The Company shall ensure that such staff, agents or third parties are allowed access on the same terms to

the elements of this contract which are being run by any sub-contractors or any franchise operators and such staff, agents and third parties shall be entitled to have sight on request of any document, record or file and interview any person.

**(SEVENTEENTH) Provision of Information**

The Company shall supply such statistical information to the Council in such manner and at such times as may reasonably be required by the Council.

**(EIGHTEENTH) Complaints/Performance**

The Company shall forward to the Chief Executive of the Council a copy of any complaints received by the Company from service users, members of the public, elected representatives or complaints or notices served by any public body, company or trust regarding the operation of the Premises. The Company will also forward to the Chief Executive of the Council copies of their response to such complaints and any plans or details of remedial action which is required if their complaints are substantiated. Where the Chief Executive of Dundee City Council is satisfied that such complaints have not been adequately resolved by the Company, then the Chairman of the Company shall meet with the Chief Executive of the Council to discuss the way forward. In addition to any ad hoc meetings which may occur every six months while this Management Agreement is in operation, the Chairman and Managing Director of the Company shall meet with the Chief Executive and elected members of the Council to discuss performance of the service and to review its operation on a continuous improvement basis.

**(NINETEENTH) Payments by the Council to the Company**

- (a) In return for the Company fulfilling its obligations under this contract, the Council will pay to the Company (after production of proper invoices), a Management Fee as defined in Clause (TWENTIETH).
- (b) Payment for services for the years ended Thirty first day of March in each year shall be determined by agreement between the parties at the beginning of each such year or period.

**(TWENTIETH) Provisions relating to payment**

- (a) In this contract "proper invoice" means a valid VAT Invoice submitted in accordance with paragraphs (b) and (f) below and accompanied by such supporting evidence as the Council may from time to time reasonably require.

- (b) No invoice except an invoice duplicating or substituting for another invoice (which duplicate or substitute shall be clearly marked as such) shall cover any part of the period covered by another invoice issued pursuant to the contract.
- (c) So far as reasonably practicable, the Company shall submit each invoice within 10 working days immediately preceding the commencement of the period to which it relates.
- (d) Each invoice shall be submitted to the Director of Leisure and Communities, Dundee City Council, The Wellgate, Dundee, DD1 1DB or to such other address as the Council may, in writing, from time to time notify.
- (e) Within 14 days of receipt of a proper invoice, and subject to any right arising under this contract or otherwise to withhold all or any part thereof, or to recover sums from the Company the Council will pay to the Company such sums claimed therein as are then properly due.
- (f) Payment of the Management Fee shall be quarterly in advance.

**(TWENTY FIRST) Manner of Payment**

- (a) Payments by the Council to the Company shall, so far as possible, be made direct to a nominated Bank Account of the Company through Bankers Automated Clearing Services Limited or by such other method as may be agreed between the parties.
- (b) The Management Fee shall be subject to Value Added Tax at the standard rate. The Management Fee specified in Clause (NINETEENTH) shall be exclusive of Value Added Tax subject to any change in legislation.
- (c) Wherever under this contract any sum of money is recoverable from or payable by the Company, that sum may be deducted from any sum then due or which at any later time may become due to the Company under this contract.

**(TWENTY SECOND) Morgan Academy**

The Company shall ensure that the Dundee International Sports Centre shall continue to be used by the Physical Education Department of Morgan Academy throughout the period of this agreement. The Council agrees to pay to the Company the sum of ONE HUNDRED AND THIRTY THREE THOUSAND POUNDS (£133,000) STERLING for the year 2006/2007 for such use which payment shall be increased in line with a Service Level Agreement which will be entered into between the Company made monthly throughout the year and the Council's Education Department.

**(TWENTY THIRD) Equal Opportunity**

- (a) The Company shall ensure equality of opportunity in the management and provision of services under this agreement throughout the existence of this contract.
- (b) The Company shall prepare a written equal opportunities policy statement in respect of the fulfilment of the Company's obligations pursuant to this contract and in

producing such a statement shall have regard to any criteria reasonably specified by the Council. The Company shall make the policy statement available to the Council on request.

- (c) The Company shall ensure that in pursuance of this contract neither it nor any of its sub-contractors commits an act of discrimination rendered unlawful by the Sex Discrimination Act 1975 or the Race Relations Act 1976 or the Disability Discrimination Act 1995 or any other enactments modifying or replacing any of them.
- (d) The Company shall complete questionnaires provided by the Council in order to ascertain whether or not the requirements of the Race Relations Act 1976 are being met by the Company.

**(TWENTY FOURTH) Health and Safety**

- (a) The Company will take all necessary steps for securing the health, safety and welfare of all employees, trainees and agents of the Company to the same extent and in the same manner as their employer is required to do so in relation to employees by or under the relevant legislation for the time being enforced in Great Britain.
- (b) The Company shall ensure the presence of sufficient experienced and qualified staff in the Premises at all times when it is open to ensure the safety of staff, users and any other persons on the Premises.
- (c) The Company shall ensure that the Premises are maintained in a safe working condition and used in a safe manner except insofar as this is an obligation on the Landlord in terms of the Leases. The Company shall ensure that the necessary training and instruction and supervision is provided for operators and maintenance staff.
- (d) Except insofar as this is an obligation on the Landlord in terms of the Leases the Company shall ensure that any plant or equipment in an unsafe condition is withdrawn from use and made safe until such time as the necessary repairs have taken place.
- (e) The Company shall produce and implement procedures to deal with emergencies which may occur within the Premises. It shall draw up and implement a detailed schedule of training and practices for staff so as to enable them to respond to foreseeable emergency situations. The Company shall maintain comprehensive records of all such training, practice sessions and drills. Following any emergency, a full account of actions taken and implications for future training will be provided by the Company to the Council's Director of Leisure and Communities Department.
- (f) The Company shall comply with the requirements of the Health & Safety at Work Act 1974 together with all other Health & Safety legislation including the Control of Substances Hazardous to Health Regulations 1988 except insofar as this is an obligation on the Landlord in terms of the Leases.

- (g) The Company shall, at all times, ensure compliance with maximum occupancy levels for the Premises as stipulated in the Fire Certificate and/or Entertainment's Licence.
- (h) The Company shall ensure adequate public control for the safety and wellbeing of all users of the Premises.
- (i) The Company shall maintain records and investigate all injuries which occur within the Premises.

**(TWENTY FIFTH) Assignment and Sub-Contracting**

The Company shall not, without the prior consent in writing of the Council assign or transfer or sub-let its interest (in whole or in part) in the contract or any part of share or interest in it. The Council shall be entitled at its entire discretion to grant or refuse said consent as it sees fit. If the Council grants such consent, it shall be made subject to such terms and conditions as the Council may in its entire discretion specify. The Company shall be liable for the performance and payment of any such sub-contractors.

**(TWENTY SIXTH) Catering and Shop Franchises**

The Company shall let the Olympia Cafe and any other shop and catering franchises at the Premises subject to the permission of the Council or may, itself operate these. Said permission will not be unreasonably withheld. The Council, will require to be satisfied as follows that:-

- (a) The proposed terms are the best that can realistically be negotiated;
- (b) Adequate arrangements are in place and monitored by the Company to ensure open book accounting of the franchise in terms of Clause (FIFTEENTH) of this agreement;
- (c) The franchise contractors are responsible for ensuring compliance with all appropriate food or other relevant legislation and regulations;
- (d) The franchise contracts can be determined in the event of unacceptable performance by the sub-contractors; and
- (e) The length of the franchise contracts will not extend beyond the Leases of the buildings to the Company.

Declaring however that the Company will accept the existing lease of the Olympia Cafe to Palm Court Catering and will accept the Assignment of the Landlord's rights under the said lease for as long as this agreement and the said lease are in force.

**(TWENTY SEVENTH) Customer Care, Market Research and User Forum**

- (a) The Company shall design and implement a programme of market research for the period of the agreement to ensure that the Premises meet reasonable customer needs and expectations.
- (b) The Company shall make arrangements for the collection, storage, return and disposal of property found on the Premises as appropriate.

- (c) The Company will create and implement a system for dealing with and responding to customer complaints. All customers making a written complaint are to receive a written response within seven days, and the Company shall submit a three monthly report to the Chief Executive of the Council giving details of all complaints received and the action taken in response to them.
- (d) In the event of an enquiry by the Local Authority Ombudsman relating to the Premises the Company will be required to comply with the reasonable requirements of the Council in relation to any investigation.
- (e) The Company shall respond promptly and appropriately to the Chief Executive of the Council in respect of any complaints received by the Council relating to the performance of the Company.

**(TWENTY EIGHTH) Charging/Management Fee Calculation**

The Company agrees that the charges to the public for the services shall be as for the year 2006/2007 as detailed in the attached Schedule III.

The Company shall present a formal written report to the Council one month before the management fee and charges are due to be set. The report will include financial information, performance information in relation to how the Company's aims and objectives are being met, information regarding the achievement of standards set by the Council, information regarding customer service, quality and financial targets and the future plans of the Company. The report will be sufficiently detailed to allow the Council to assess the effectiveness with which the Company is carrying out its operational and financial affairs. In particular the financial information should include for each of the properties, details of actual income and expenditure against the budget set out at the beginning of each financial year and for each of the properties an assessment of the anticipated financial position at the end of the following financial year. The purpose of such information will be to allow the Council and the Company to agree the level of management fee and to agree the level of charges to the public. There shall be an annual performance meeting between the Company, the Council and the Trade Unions to approve the annual management fee.

The changes to the management fee and to the charges to the public will be incorporated in a Minute of Amendment to this Management Agreement agreed between the Council and the Company.

The Company shall provide to the Council a copy of:

- (i) the unaudited accounts for each annual period of the management agreement within two months of the end of that annual period of the management agreement; and
- (ii) the audited accounts for each annual period of funding within six months of the end of that financial year.

The Company shall provide such information as the Chief Executive of Dundee City Council requires to enable him and the Council to assess any financial and operational estimates which are included within any financial or business plan, monitoring reports, or any other financial or operating reports prepared by the Company either for themselves or for the Council.

**(TWENTY NINTH) Promotion**

- (a) The Company shall be responsible for promotion of the Premises and any events staged within it. Advertising shall be placed within the media as appropriate and distributed to suitable locations. The Council will allow the Company a reasonable opportunity to advertise the Premises within all its Sports & Leisure facilities and Schools, without charge. The Council retains the right to prohibit at any time any advertising of other promotional material which might in the reasonable opinion of the Council offend the public or embarrass the Council.
- (b) The Company shall ensure that both the Council's name and logo appear on all published promotional material. The Council will provide details of acceptable templates for this which must be to the reasonable satisfaction of the Company.
- (c) In all press and other publicity material, the Company is to acknowledge that the Premises are owned by the Council.

**(THIRTIETH) Sponsorship**

- (a) The Company shall be encouraged by the Council to seek secondary sponsors for events or programmes within the Premises. The Company shall be entitled to set such charges as it sees fit in relation to rink-side or other advertising.
- (b) All advertisement material must be approved by the Council which will have a power of veto (which it will act reasonably in exercising) over anything which is unsuitable or which in the Council's reasonable opinion may cause offence to customer or

embarrassment to the Council. In particular, advertisements for cigarettes/smoking products will not be acceptable.

- (c) The Company shall not enter into any commitment with any sponsor which extends beyond the period of the said Leases of the Premises without the prior agreement of the Council's Director of Leisure and Parks Department.

**(THIRTY FIRST) Retail Sales**

The Company may retail goods in the Premises as it may see fit provided that any such goods shall be appropriate to the function and use of the Premises.

**(THIRTY SECOND) Licences**

The Company shall be responsible for completing all relevant applications for licences and payment of licence fees including but not limited to Phonographic Performance Limited, Video Performance Limited, Performing Rights Society Limited, T.V. licences, Gaming Machine Licences and Entertainment Licences. The Company shall ensure that suitable persons are appointed as licensees and will notify the Council's Director of Leisure and Communities of details of licensees and provide copies of all licences held. The Company shall notify the Council's Director of Leisure and Communities without delay of any proceedings which may lead to the forfeiture of any licence or of objections being made to the renewal of any licence.

**(THIRTY THIRD) Fire Certificates**

The Company shall be responsible for ensuring compliance with any conditions of fire and electrical certificates and for obtaining any new certificates which may be required during the period of this agreement but this will not impose any obligation on the Company which in terms of the Leases is an obligation of the Landlord.

**(THIRTY FOURTH) Spectator Events**

- (a) The Company shall have discretion to arrange spectator events or competitions promoted in association with the Governing Bodies. The Company may stage non-sporting events at the Premises with the prior written consent of the Council.
- (b) Any such event shall not involve trained animals, racist, sexist or lewd promotions, the promotion of smoking or substance abuse, or anything which, in the reasonable opinion of the Council, may generate bad publicity for the Premises or the Council.

**(THIRTY FIFTH) Elections**

There shall be reserved to the Council the right to exclusive use of the Dundee Indoor Sports Centre for the purposes of any Local, Scottish Parliament, Westminster Parliament or European Elections. Declaring that such days shall only be reserved to the Council provided the Council give the Company three months' notice in writing of their intention to use the facility on said days.

The Council shall reimburse on demand any additional costs incurred by the Company in connection with the Council's use of the Premises (including preparing the Premises for use by the Council and subsequently returning them to the condition they were in previously and in particular, but without prejudice to the said generality, all additional costs relating to staff). In addition, the Council shall make good all damage cause to the Premises and to the Company's fittings, equipment and stock as a result of the exercise of the foregoing right to use the Premises and shall indemnify the Company against all loss, damage, claims, actions, proceedings and costs brought or made against or incurred by the Company as a result of the exercise of the foregoing right to use the Premises; Provided that the Council shall have no liability to the Company in respect of loss of profit attributed to the said four days and that there shall be no rental charge for the period of occupation.

**(THIRTY SIXTH) Sports Council/Sports Lottery Accommodation**

The Company agrees that in order to ensure a proper range of activities and programmes of training that it will allow the holders of the posts detailed in Schedule IV to be located and based in the respective premises as detailed in the said Schedule. The Olympia list and the Sports Development Lynch list are all employees of the Council but require to be situated in the said premises to ensure a proper training and development programme.

The Sports Tayside employees also require to be accommodated in the Lynch Centre and the Company hereby agrees to all three groups being accommodated free of charge for so long as this Agreement subsists.

**(THIRTY SEVENTH) Sustainability**

The Company hereby agrees throughout its operations in so far as practically possible to act in conformity with Dundee City Council's Sustainability Policy.

**(THIRTY EIGHTH) Services Provided by the Council**

The Council will enter into Service Level Agreements with the company in respect of support services which the Council will provide for the Company. Prior to the agreements being concluded the Leisure and Communities Department of the Council shall meet with the Company and agree arrangements as to which party bears the cost of the provision of these services. Both parties will also agree the level of charges for the services as appropriate.

**(THIRTY NINTH) Insolvency**

The Company shall notify the Council in writing if the Company passes a resolution for winding up or a court makes an administration order or winding up order or an administrative receiver, receiver or manager is duly appointed by a creditor or by a court, or possession is taken of any of its property under the terms of a floating charge. On the occurrence of any of the events herein described the Council shall be entitled to terminate this agreement with immediate effect and without any liability. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Council.

**(FORTIETH) Termination**

Either party may terminate this agreement with immediate effect in the event of a breach of its terms by the other party provided that in the event of a breach capable of being remedied this contract may not be terminated except in accordance with the provisions of sub-paragraph (a) below. Such termination shall not affect any rights which the party terminating the contract may have against the other either in consequence of the breach by the other party or under this contract.

- (a) In the event of a breach of any term of this contract the party not being in breach may serve a notice on the party in breach requiring the breach to be remedied (if capable of remedy) within a period specified in the notice not being less than 28 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the contract in terms of this clause.
- (b) Adoption by a party of the option specified in sub-paragraph (a) above in respect of a breach of this contract shall not prejudice the rights of that party in respect of any further breach by the other party.
- (c) Termination of the Leases of the Premises referred to in the preamble of this agreement shall automatically terminate this agreement.

**(FORTY FIRST) Assistance on Termination**

On the termination of this contract for any reason, the Company shall (insofar as it may lawfully do so) deliver to the Council copies of all documents and data in the possession, custody and control of the Company relating to the performance of its obligations under this contract and shall, if required to do so by the Council, allow the Council to have sight of the originals of such documentation.

**(LASTLY)**

The Obligations on the Company under Clauses **(SIXTEENTH)** shall survive the termination of this contract: IN WITNESS WHEREOF

**SCHEDULE I**

**FURNITURE, FURNISHINGS AND EQUIPMENT**

- A OLYMPIA LEISURE CENTRE**
- B LOCHEE SWIMMING BATHS AND LEISURE CENTRE**
- C DUNDEE INTERNATIONAL SPORTS CENTRE**
- D DOUGLAS SPORTS CENTRE**
- E LYNCH SPORTS CENTRE**

## SCHEDULE II

### PREMISES

1. Description Olympia Leisure Centre  
Earl Grey Place  
Dundee

Use: Swimming Pool and Leisure Centre
  
2. Description Lochee Swimming Baths and Leisure Centre  
Grays Lane  
Lochee  
Dundee

Use: Swimming Pool and Leisure Centre
  
3. Description Dundee International Sports Centre  
Mains Loan  
Dundee

Use: Sports Centre
  
4. Description Douglas Sports Centre  
Douglas  
Dundee

Use: Sports Centre
  
5. Description Lynch Sports Centre  
South Road  
Dundee

Use: Sports Centre

**SCHEDULE III PART (A)  
CHARGES TO THE PUBLIC**

<b>Services for which Charges are/could be levied</b>	<b>Proposed</b>	
	<b>Standard</b>	<b>Concession</b>
	<b>£</b>	<b>£</b>
<b>Olympia</b>		
<u>Leisure Pools</u> (Off Peak 4pm-8pm Weekdays)	3.80	2.90
Concession charge applies during off-peak period sessions		
<u>Training Pool</u>		
Session	2.80	2.10
Shower	1.50	1.00
Olympia Senior Citizens 5-Timer		6.20
<u>Swimming Lessons</u>		
Tuition	3.80	2.60
Pre-School		2.60
Parent & Toddler		2.60
<u>Health Suite (16 Years and Over)</u>	3.50	2.50
<u>Fitness Studio (16 Years and Over) (Initial Induction Session Required)</u>	3.50	2.50
<u>Climbing Wall</u>	2.60	2.10
<u>Miscellaneous</u>		
Activity Classes	3.80	2.60
Under 3 Years Old and Carers		1.00
Spectators	0.30	
Towel Hire	1.50	
Towel Hire - Returnable Deposit	1.00	
Meeting Room (25%Discount for affiliates to Dundee City Sports Council)	14.00	
<u>Pool Hire (Per Hour) (Excl. VAT)</u>		
<u>* Training Pool</u>		
Hire of Pool	81.00	47.00
Hire Of Lane	15.00	10.00
" Club Concession		
	Weekdays 6:30 am - 9:00 am and 5:30 pm - 9:30 pm	
	Saturday 5:30 pm - 9:00 pm	
	Sunday 10:00 am - 1:00 pm	
	All Other Times	Standard
<u>Toddler Pool/Dive Pool</u>	35.00	22.00

**Lochee Swimming & Leisure Centre**Swimming

Session		1.90	1.60
Shower		1.50	1.00
Lochee Senior Citizens 5-Timer			4.70
Olympia Senior Citizens 5-Timer			6.20

<u>Swimming Lessons</u>	Pre-School/ Parent & Toddler	3.80	2.60
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<u>Health Suite</u>	Sauna	2.90	2.40
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<u>Fitness Studio</u>	<u>Session</u>	3.50	2.50
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Miscellaneous

Activity Classes		3.80	2.60
Under 3 Years Old and Carers			1.00
Spectators		0.10	
Towel Hire		1.50	
Towel Hire - Returnable Deposit		1.00	

Pool Hire

Hire of Pool		72.00	38.00
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Leisure Active Memberships (Charge per Month)

Platinum	Single	Per Month	31.00
	Couple	Per Month	55.00
	DCC	Per Month	25.00
Gold	Single	Per Month	25.00
	Couple	Per Month	42.00
	DCC	Per Month	21.00
	Student	Per Month	19.00
Silver	Single	Per Month	16.00
	Couple	Per Month	28.00
Diamond	Single	Per Month	11.00
	Couple	Per Month	18.00
Juvenile		Per Month	11.00

**SCHEDULE III PART (B)**  
**CHARGES TO THE PUBLIC**

<b>Services for which Charges are/could be levied</b>	<b>Proposed</b>	
	<b>Standard</b>	<b>Concession</b>
	<b>£</b>	<b>£</b>
<b><i>Brought Forward</i></b>		
<b>Dundee International Sports Centre (DISC)</b>		
Sports Hall	Commercial Rate	110.00
Football and Hockey		46.50
Basketball, Volleyball and Netball		34.00
Badminton and Short Tennis		9.00
Table Tennis		4.50
Gymnasium		19.00
Gymnasium	Commercial Rate	56.00
Dance Studio		16.00
Dance Studio	Commercial Rate	40.00
Fitness Studio		3.50
Activity Classes		3.80
Shower		1.50
Birthday Parties	Balcony Hire	10.00
All Weather Surface Pitch		64.00
Meeting Room		5.20
<b>Lynch Sports Centre</b>		
Sports Hall	Commercial Rate	57.00
5-a-side Football, Basketball, Volleyball & Gymnastics		34.00
Badminton, Bowling, Short Tennis		9.00
Fitness Studio		3.50
Activity Classes		3.80
Shower		1.50
Birthday Parties	Room Hire	10.00

**Douglas Sports Centre**

Sports Hall	Commercial Rate	57.00	
5-a-side Football, Hockey, Basketball		34.00	23.00
Badminton and Short Tennis		9.00	5.20
Table Tennis		4.50	3.30
Activity Room 1		18.00	12.50
Activity Room 1	Commercial Rate	44.00	
Activity Room 2		14.00	8.50
Activity Room 2	Commercial Rate	33.00	
Fitness Studio		3.50	2.50
Activity Classes		3.80	2.60
Sauna		2.90	2.40
Shower		1.50	1.00

**SCHEDULE IV**

**OLYMPIA AND DESIGNATIONS**

**OLYMPIA**

Sports Development Manager

Physical Activities Development Officer

Sport Activities Development Officer

Football Development Officer

Senior Clerical Assistant (Job-Share)

Sports Administrator

Children's Sports/Activities Co-ordinator

Children's Sports/Activities Officer

Gymnastics Development Officer

Community Sports Development Officer

Swimming Development Officer (Job-share)

Assisting Swimming Development Officer (Job-share)

Disability Sports Officer

Disability Sports Activities Officer

**SPORTS DEVELOPMENT - LYNCH**

Youth Sport Development Officer

Youth Sport Officer x 4

Youth Sport Officer (SPRINGBOARD) (Vacant)

Youth Sport Officer (Pre-School) x 2

Senior Clerical Assistants (Job-share) x 2

**(SPORTSTAYSIDE - LYNCH) - ANGUS**

Regional Manager

Administration Manager

Basketball Development Manager

Girls/Women's Football Development Officer

Hockey Development Officer

Club/Coach Development Manager

Club Golf Regional Manager

Swimming Development Manager

Athletics Development Manager

Gymnastics Development Manager

(Performance & Development Manager)

(Rugby but designation not decided yet)

## APPENDIX 3

## Dundee City Council – Leisure and Communities Department

P=Permanent	T=Temporary
FT=Full-Time	PT=Part-Time

*Proposed Staffing transfer to Dundee Leisure Trust. As at 01/03/06*

ref.	TEAM	POSITION	Numbers	STATUS
	<b>Leisure Centres Management</b>			
		Leisure Centres Manager	1	P/FT
		Leisure Centres Officer	1	P/FT
		Training Co-ordinator	1	P/FT
		<b>Total</b>	<b>3</b>	
	<b>Health &amp; Fitness</b>			
		Health & Fitness Co-ordinator	1	P/FT
		Fitness Coach	2	P/FT
		Fitness Coach	1	P/PT
		<b>Total</b>	<b>4</b>	
	<b>Aquatic Activity</b>			
		Aquatic Activity Co-ordinator	1	P/FT
		Aquatic Activity Assistant	1	P/FT
		Swim Teacher	2	P/FT
		Swim Teacher	3	P/PT
		<b>Total</b>	<b>7</b>	
	<b>Technical Support</b>			
		Technical Support Officer	1	P/FT
		Maintenance Assistant	1	P/FT
		Plant Operator	4	P/FT
		Relief Plant Operator	1	P/FT
		Night Duty Plant Operator	1	P/FT
		<b>Total</b>	<b>8</b>	
	<b>Sports Centres</b>			
		Sports Centres Officer	1	P/FT
		Duty Officer	3	P/FT
		Leisure Attendant	12	P/FT
		Chargehand	9	P/FT
		Relief Leisure Attendant	4	T/FT
		<b>Total</b>	<b>29</b>	
	<b>Swim Centres</b>			
		Swim Centres Officer	1	P/FT

	Olympia	Duty Officer	1	P/PT/JS
<b>ref.</b>	<b>TEAM</b>	<b>POSITION</b>	<b>Numbers</b>	<b>STATUS</b>
	Olympia	Duty Officer	1	P/FT/JS
	Olympia	Duty Officer	1	P/FT
	Olympia	Reception	3	P/FT
	Olympia	Reception	2	P/PT
	Olympia	Senior Lifeguard	3	P/FT
	Olympia	Lifeguard	13	P/FT
	Olympia	Leisure Attendant	7	P/FT
	Olympia	Leisure Attendant	1	T/FT
	Olympia	Night Duty Attendant	1	P/FT
	Lochee	Duty Officer	2	P/FT
	Lochee	Reception	2	P/FT
	Lochee	Lifeguard	2	P/FT
	Lochee	Leisure Attendant	4	P/FT
	Swim Centres	Relief Lifeguard	1	P/PT
	Swim Centres	Relief Lifeguard	5	T/FT
	Swim Centres	Relief Leisure Attendant	1	P/PT
	Swim Centres	Relief Leisure Attendant	2	T/FT
		<b>Total</b>	<b>53</b>	
	<b>Supply Pool</b>			
	Sports Centres	Supply Leisure Attendant	3	T/PT
	Swim Centres	Supply Lifeguard	30	T/PT
	Aquatic Activity	Swim Teacher	16	T/PT
	Aquatic Activity	Sessional Coach	5	T/PT
	Health & Fitness	Sessional Coach	22	T/PT
	After-School	Swim Teacher	7	T/PT
	Communities	Swim Teacher	18	T/PT
	Communities	Lifeguard	10	T/PT
		<b>Total</b>	<b>111</b>	
		<b>Grand Total</b>	<b>215 posts</b>	
		<b>noting that the full time equivalent is estimated at 118 this will vary depending on class demand</b>		