

**REPORT OF THE SCRUTINY PANEL – INVESTIGATION INTO THE
PERFORMANCE OF THE BRAINTREE DISTRICT LEISURE
COMMUNITY ASSOCIATION LIMITED ‘VEHICLE’ IN RESPECT OF
HOW THE INSTITUTIONAL ARRANGEMENTS ARE WORKING AND
UNDERSTOOD.**

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1. BACKGROUND AND TERMS OF REFERENCE

1.1 In September 2002, the Council entered into a Partnership Agreement with DC Leisure Management Ltd, a private leisure company, to transfer the management of the Council's Sports and Leisure Centres including the proposed new swimming pools at Halstead and Braintree.

1.2 As part of this Agreement, DC Leisure Management Ltd. was required to establish a Non Profit Distributing Company (NPDO) called the Braintree District Leisure Community Association Ltd. (BDLCA). This is a private company limited by guarantee and is wholly owned by DC Leisure Management Ltd. The Council pays a Management Fee to DC Leisure Management Ltd. who in turn pays the Management Fee to BDLCA.

1.3 BDLCA is the 'vehicle' through which DC Leisure Management Ltd. manage the following facilities on the Council's behalf.

- * The Bramston Sports Centre, Witham
- * The Braintree Leisure Centre
- * The Halstead Sports Centre
- * The Notley Sports Centre
- * The Riverside Pool, Braintree

1.4 The main impetus for this management transfer was the ability of the NPDO to obtain Non Domestic Rate relief of £250,000 per annum, something that was unavailable to the Council if it continued to manage the facilities directly. There was also the benefit of avoiding significant VAT charges on the building of the proposed new pools in Halstead and Braintree.

1.5 DC Leisure Management Ltd. manage these facilities within and according to the Specification agreed by the Council as part of a ten year contract from 1st September 2002.

1.6 As the new arrangements have been in existence now for over two years, the Panel felt that this would be an opportune time to examine how the institutional arrangements were working and understood.

1.7 Our specific terms of reference were therefore to:-

1. Examine the performance of the BDLCA vehicle in respect of how the institutional arrangements are working and understood;
2. Make recommendations to the Cabinet on any improvements that can be made to the existing arrangements and/or on any new arrangements that should be put in place.

2. METHODOLOGY

2.1 Our investigation commenced with the submission of a Background/Issues report prepared by Denis Housden the Council's Head of Corporate Projects, which was considered by the Panel at its meeting on 18th November 2004.

2.2 A letter dated 10th January 2005 was then sent to a number of potential internal and external witnesses who were asked, firstly, for their general comments on how, in their experience, the institutional arrangements were working and understood, and, secondly, for their comments on certain specific aspects as set out in the table below.

Potential Witness	Specific Comments Requested
<p>Dennis Housden, Head of Corporate Project Management</p> <p>Sharon Lowe, Solicitor to the Council</p> <p>Mr. A. Read, Contract Manager, DC Leisure Management Ltd., Otium House, 2 Freemantle Road, Bagshot, Surrey GU19 5LL</p> <p>Ms. S. Dodd, Secretary, Braintree District Leisure Community Association Ltd C/o DC Leisure Management Ltd., Otium House, 2 Freemantle Road, Bagshot, Surrey GU19 5LL</p> <p>Mr. T. Goodhand, Regional Operations Director, DC Leisure Management Ltd., Otium House, 2 Freemantle Road, Bagshot, Surrey GU19 5LL</p> <p>Cllr. A. Shelton, Cabinet Member for Health and Social Well Being, 3 Highfields, Halstead, Essex CO9 1NH</p>	<p>To comment specifically on the issues in relation to the institutional arrangements from the Client Officer’s perspective including change control.</p> <p>To comment specifically on the issues in relation to the institutional arrangements from the legal perspective including change control.</p> <p>To comment specifically on the institutional arrangements from the Contract Manager’s perspective, and insofar as the operation of the BDLCA Consultative Board is concerned.</p> <p>To comment specifically on the institutional arrangements insofar as the operation of BDLCA Ltd. is concerned.</p> <p>To comment specifically on the institutional arrangements insofar as the operation of the BDLCA Management/Partnership Board is concerned.</p> <p>To comment specifically on the institutional arrangements in relation to the operation of:-</p> <ol style="list-style-type: none"> 1. the BDLCA Management/Partnership Board; 2. the BDLCA Consultative Board.

2.3 The written submissions that were made to us are set out in Appendix A. From these submissions, we selected a list of internal and external “expert” witnesses as detailed overleaf. We were also anxious that the witnesses should include a representative of the users and in this respect Mr. Glen Brown the Chairman of Halstead Swimming Club was also invited to appear as a witness.

3.2 Notes

A. The Partnership Agreement includes a Management Framework (See Appendix C) setting out a number of obligations that the Council and DC Leisure are required to perform.

B. An extract from the Memorandum and Articles of Association of BDLCA setting out the objectives of the company, are set out in the letter dated 10/2/05 from Ms. S. Dodd, Finance Director, DC Leisure Management Ltd. contained in Appendix A.

C. The Partnership Board manages the operation of the Partnership Agreement in accordance with the Management Schedule (See Appendix D).

D. The purpose of the Consultative Board is to encourage greater consultation and involvement with all communities. It reports to the Management Board.

E. Although not a formal requirement of the Partnership Agreement, DC Leisure Management Ltd. has established three Focus Groups one each for Braintree, Halstead and Witham, at which a cross section of users are invited to attend to provide feedback on the services provided. Officer representatives from DC Leisure Management Ltd. and the Council's Leisure Services attend. Minutes of the meetings are reported to the Consultative Board.

4. THE ROLE OF THE CABINET MEMBER FOR HEALTH AND SOCIAL WELL BEING

4.1 Cllr. Tony Shelton explained that as the Lead Member for Health and Social Well Being he worked in conjunction with Officers to ensure that the Council's interests and service objectives are fulfilled through the partnership with DC Leisure Management Ltd. and the BDLCA. This was achieved through his attendance and chairing of the Partnership Board and working with Officers on matters that affect the Client arrangements with DC Leisure Management Limited.

4.2 He felt that the institutional arrangements have evolved since the Partnership began in September 2002. The first meetings of the Partnership Board spent some time in clarifying operational issues, but recent meetings now focus more on the strategic direction of the service and its performance.

4.3 In this respect, some testing issues have begun to be considered by the Partnership Board such as

- The building of the new Halstead Pool
- Revenue costs for the New Braintree Pool
- Commercial improvements at Bramston Sports Centre
- Performance Measurement
- Financial Performance

4.4 Cllr. Shelton believed these issues are being addressed in a positive and structured way.

4.5 He felt that there have been several improvements recently including the assessment of agenda items and stricter adherence to the procedures set out in the Partnership Agreement. Cllr. Shelton was confident that if this continues then the arrangements are sound and present a positive vehicle for driving the performance of

this service forward.

5. A PERSPECTIVE FROM THE USERS

5.1 We sought evidence from one of the users of the Leisure Facilities, namely Mr. Glen Brown the Chairman of Halstead Swimming Club. The Club were now based at the new Halstead Pool having previously been located at the old pool in Parsonage Street.

5.2 Mr. Brown informed us that:-

“In the ten years I have been Chairman, we have worked with two pool operators. Braintree District Council (BDC) and DC Leisure (DCL). Each management team has its own strengths. Under BDC it used a very localised approach, almost to the detriment of the District as a whole. However, the service was very personalised. We were very well supported by all the staff within the team at Parsonage Street. We had an excellent relationship with Joyce Catterwell (the Manager) and were able to negotiate terms and training times that most suited our needs.”

“Under DC Leisure we have seen a marked change in the secular approach of BDC. Positive discussion has always been encouraged throughout their management structure. I know that all clubs are treated in a similar manner under the contract. All the management team of DCL have regular contact with our various Club Officers, from Andy Read as Area Manager to Duty Officers. Some of this contact may only be a phone call but it does demonstrate support for our views. This level of inclusion within the contracts management process is appreciated. This type of contact was very irregular and infrequent under the previous operators.”

5.3 Mr. Brown advised us that the Focus Group meetings allow users to comment on the local facilities and management and suggest improvements. He felt that all opinions were considered and valued and that the meetings were generally very positive.

5.4 Although he was unable to attend the Consultative Board Meetings he did receive the minutes and indicated that:-

”These look to be positive and they might help local schools to achieve their goals, promoting sports in the school environment. This is particularly relevant with three of the five contract centres being on shared schools sites.”

5.5 Mr. Brown felt that there was room for a greater understanding by both BDC and DCL of their respective goals which would help the partnership to gain in strength.

5.6 Mr. Brown also took the opportunity to raise the following concerns:-

1. the poor quality and condition of the diving podium block and the fact that it is rusting heavily;
2. the stainless steel holder which is also rusting, and is used to contain the lane ropes;
3. the need to have a consistent Swimming Club pool hire charge that applies to all three of the District’s Pools.

5.7 The Panel was subsequently advised by Officers that Items 1 and 2 have been identified as “snagging” issues and are to be rectified by the builders. *(Work has since been carried out by the builders to rectify the problems. Unfortunately, further signs of rust have recently reappeared and arrangements are being made for the builders to revisit and carry out further works).*

5.8 In respect of item 3, the Council has undertaken consultations with swimming clubs on this issue and the intention is that by the time of the opening of the new Braintree Pool a consistent club hire charge will be in operation. **The Panel will keep a watching brief on this issue.**

6. LEGAL ISSUES – CHANGE CONTROL PROCEDURES

6.1 Ms. Sharon Lowe the Councils’ Solicitor informed us that she gave advice to the Leisure Development Team on the interpretation of the Partnership Agreement with regard to the institutional arrangements. The need for such advice was mainly due to the fact that officers were initially ‘finding their feet’ and secondly that there had been a number of changes in personnel in the Leisure Development Team that had occurred since the partnership began in September 2002.

6.2 Ms. Lowe advised us that the institutional arrangements were intended to reflect a collaborative rather than an adversarial approach to working with the private sector. To this end, the creation of the Partnership Board and the Consultative Board enables the Council and DC Leisure Management Ltd./BDLCA to openly discuss and share issues regarding the provision of leisure services in the District. However, it is important to note that neither Board has the right to make decisions; the parties to the Agreement retain their individual decision-making power, but will have to take into account the terms of the Partnership Agreement.

6.3 Ms. Lowe recalled a particular occasion at the Witham Area Committee on 14/4/04 (see Appendix E) when she had been required to provide advice on the interpretation of the Partnership Agreement in relation to improvements to the Bramston Sports Centre. Following this meeting, guidance notes had been compiled detailing the change control procedures.

6.4 The Partnership Agreement covers four types of change as follows:-

- Changes instigated by the Council;
- Changes instigated by DC Leisure (DCL);
- Commercial improvements; and
- New Facilities (Halstead Pool and Braintree Pool)

6.5 Council or DCL Change

6.5.1 During the contract period, both the Council and DCL can ask the other to consider changes to the Partnership Agreement. A change means something that is different to the existing contractual or operational arrangements, but it does not include the following:

1. A commercial Improvement (dealt with separately);
2. A change as a direct result of the New Facilities (dealt with separately);
3. A change that would infringe law or be inconsistent with good industry practice; or
4. A change to enable DCL to comply with its obligations under the Agreement or to remedy any breach.

6.5.2 The process is triggered by the service of a Notice of Change. The party serving this notice must set out the change in sufficient detail to enable the receiving party to carry out a full evaluation.

6.5.3 If the receiving party is DCL, they must respond within 15 working days with an Estimate describing the likely effects of the proposed change.

6.5.4 Upon receiving the Estimate the receiving party should seek clarification as necessary (either through communication with the Contract Manager or a discussion by the Partnership Board) and consult with users and the BDLCA Consultative Board if appropriate. If the proposal affects any joint use arrangements, then discussions should also take place with the affected school/Essex County Council. Having evaluated the proposal, the receiving party should prepare a report for consideration by its decision makers.

6.5.5 Where the receiving party is the Council, then the report should be submitted to the following groups:-

1. Corporate Management Board/relevant Director for views.
2. Decision to be made by relevant Area Committee unless:-
 - * such decision results in a change to Council policy in which case it shall be a recommendation to Council; or
 - * it is a key decision in which case it shall be a recommendation to the Cabinet.

6.5.6 If either party rejects a change proposed by the other, then written reasons for the rejection must be provided. In the case of Council Change, the Estimate can be referred to an independent party and ultimately an arbitrator in accordance with Clause 12 of the Partnership Agreement for a resolution. A DCL change that has been rejected by the Council cannot be referred on to an independent party.

6.6 Commercial Improvements

6.6.1 Under the Partnership Agreement, a Commercial Improvement is defined as **“Works involving, renewal, replacement, refurbishment, substantive repair or new build to any part of the Facilities which DCL reasonably believes will or is likely to improve the Services and/or the Facilities resulting in an increase of income.”**

6.6.2 If DCL wish to carry out a Commercial Improvement, then they must serve a Commercial Improvement Notice on the Council. The notice must contain sufficient details of the proposal including the effect that it will have on the management fee and also details of the consultation that it has carried out with users and the Consultative Board.

6.6.3 Upon receipt of the Commercial Improvement Notice, the Council will undertake an evaluation of the proposal before referring it to the Partnership Board for its views. If the proposal affects any joint use arrangements, then discussions should also take place with the affected school/Essex County Council.

6.6.4 Having received the views of the Partnership Board, the Client Manager should prepare a report setting out the various options for consideration by the following groups:-

1. Corporate Management Board/relevant Director for views.
2. Relevant Area Committee in order to make a recommendation to the Cabinet.

3. Final decision to be confirmed by the Cabinet.

6.6.5 If a Commercial Improvement Notice is rejected, then written reasons must be given.

6.7 Changes as a direct result of the New Facilities

6.7.1 When the Partnership Agreement was entered into, the new pools at Braintree and Halstead had yet to be constructed. Both parties therefore made various assumptions regarding the operation of these facilities and it was acknowledged that variations might be necessary once the new pools were ready for occupation.

6.7.2 The process for requesting a change is very similar to that for a Council or Partner Change, in that either party may serve a notice setting out the proposed changes. This notice must set out the reasons for the change and also the impact that it will have on the management fee and on any capital expenditure.

6.7.3 Again, an evaluation will be carried out by the receiving party including consultation with BDLCA Consultative Board and any users affected by the proposal. If the proposal affects any joint use arrangements, then discussions should also take place with the affected school/Essex County Council. Having evaluated the proposal, the receiving party should prepare a report for consideration by its decision makers.

6.7.4 Where the receiving party is the Council, then the report should be submitted to the following groups:-

1. Corporate Management Board/relevant Director for views.
2. Decision to be made by relevant Area Committee unless:-
 - * such decision results in a change to Council policy in which case it shall be a recommendation to Council; or
 - * it is a key decision in which case it shall be a recommendation to the Cabinet.

6.7.5 If a change cannot be agreed the matter can be referred to an independent party and ultimately an arbitrator in accordance with Clause 12 of the Partnership Agreement for a resolution.

6.8 Ms. Lowe felt that there was now a better understanding by the Council Officers of the institutional arrangements and in particular the change control procedures.

6.9 However, she felt that it would be useful for Officers and the Partnership Board to have refresher sessions every 12 months to ensure that the change control procedures were being adhered to and applied correctly.

7. THE VIEWS OF THE PARTNERS

7.1 (I) DC Leisure Management Ltd.

7.1.1 The main points arising from the written evidence provided by Mr. T. Goodhand the Regional Director of DC Leisure Management Ltd. and the written and oral evidence provided by Mr. Andy Read, the Area Manager of DC Leisure Management Ltd are summarised below.

7.1.2 Insofar as the institutional arrangements were concerned, it was felt that similar to all new partnerships it took time for the relationship to gel and as a consequence some of the agreed objectives were slow to evolve.

7.1.3 The departure of the BDC Leisure Manager within the first three months of the contract did not help.

7.1.4 The start of the contract was made difficult because of the significant amount of time spent on personnel issues, and this tended to deflect attention away from working on achieving the practical results desired by both parties. During this early period it was not clear that the Council in its working relationship with DC Leisure Management Ltd. fully demonstrated the concepts of 'mutuality' or 'commitment' as envisaged under the Management Schedule (Framework) (See Appendix D). For instance, there was felt to be insufficient Senior Management time and resources allocated to the Partnership by the Council.

7.1.5 The Partnership Agreement was a complex one and it did take a little time for the job roles in the partnership to be fully understood by both DC Leisure Management Ltd. and the Council. Consequently, in the beginning both parties lacked a degree of 'clarity' insofar as their respective roles and responsibilities were concerned, and did not always achieve the level of 'openness' in their working relationships that would have been desirable.

7.1.6 However, despite these early difficulties it was felt that the Partnership Agreement was a model that had proved to be a sound basis on which to provide, through the full involvement of the key stakeholders, improved opportunities and services to leisure centre customers.

7.1.7 In respect of the operation of the Partnership Board, the attendees to this forum had been reviewed and, as a result, the meetings of the Board had now become more effective, strategic and action orientated. DC Leisure Management Ltd. felt that the Board was now better placed to help ensure that the agreed objectives are achieved. The attendance by Mr. R. Atkins the Council's Deputy Chief Executive as the Council's senior officer representative was also felt to have had a very positive impact in terms of working relationships and the smooth running of the Partnership.

7.1.8 It was felt that the Partnership Board will continue to improve its effectiveness – there will be a greater understanding of each partner's role and more clarity of purpose.

7.1.9 There have been changes to the Consultative Board's Terms of Reference which have been agreed by the Partnership Board, to make the meetings more effective. (see revised Terms of Reference attached to the letter dated 10/2/05 from Mr. A. Read, Area Manager, DC Leisure Management Ltd. contained in Appendix A). The chairing of the meetings has also been changed to provide for more consistency.

7.1.10 However, attendance at meetings of the Consultative Board (there is one each for Braintree, Witham and Halstead) has been poor and, in future, all attendees from all three areas will be invited to attend all the meetings. Meetings are currently held during the daytime.

7.1.11 The Articles of Association of the BDLCA provide for up to 5 independent Community Directors to be appointed by the Board of the company, but difficulty has been experienced in finding suitable candidates. The Board is continuing in its efforts

to identify a suitable person resident in the District with a view to appointing at least one Community Director.

7.1.12 DC Leisure Management Ltd. has in place at each of the Leisure Centres a system for seeking Customer Feedback. A note of the procedure and the associated forms and recording sheets are contained in Appendix F. Customer complaints/feedback are regularly analysed and used, where appropriate, to improve the service provided to customers. Performance figures are reported regularly to the Partnership Board and form part of the performance figures which appear in the Council's Quarterly Performance Report.

7.1.13 There is liaison between the BDC Leisure Services and DC Leisure Management Ltd. if a complaint is received direct by the former. Normally, DC Leisure Management Ltd. as the Operator would be given the opportunity to resolve the complaint first. However, a complainant could still invoke the Council's complaints procedure if he/she remained dissatisfied.

7.1.14 DC Leisure Management Ltd. has achieved Quest accreditation (UK Quality Scheme for Sport and Leisure) for all of the sports centres with the exception of the new Halstead Pool which is due to be assessed in May (*now successfully achieved*). Investors in People (IIP) accreditation is also being sought.

7.1.15 DC Leisure Management Ltd. has set up customer Focus Groups - one each at Braintree (covering the Braintree sites), Halstead and Witham – which each meet 4 times a year. The Groups are chaired by the respective Centre Managers. Representatives from DC Leisure Management Ltd. and the Council's Leisure Services attend the Groups together with a cross section of users. These forums provide a mechanism for users to raise any pertinent leisure issues and make constructive comments and criticism. The minutes of the meetings are reported to the Consultative Board and then to the Partnership Board.

7.1.16 As an example of an item that has been raised at one of the Focus Groups and followed through to the Consultative Board and the Partnership Board, Appendix G contains relevant minute extracts relating to the issue of car parking at Halstead Leisure Centre. **The Panel agreed to keep a watching brief on the outcome in relation to this issue.**

7.1.17 Finally, the prospect of the new pool for Braintree is seen by DC Leisure Management Ltd. as an exciting and challenging opportunity.

7.2 **(II) The Council's Client Side**

7.2.1 Mr. Dennis Housden, Head of Corporate Projects advised us that the Council has one Officer in the Leisure Development Team whose duties include responsibility for the Client function. Other officers from Legal Services, Finance and Technical Services are involved as necessary and provide an invaluable support role to the Officer responsible for the Client function.

7.2.2 Since the contract commenced in September 2002, there had been a number of significant changes in the Leisure Development Team particularly in the initial stages of the contract and this had inevitably caused some difficulties in working relationships with the Operator DC Leisure Management Ltd.

7.2.3 The philosophy of the Council's relationship with DC Leisure Management Ltd. has been to try to operate as partners allowing the Operator to manage the service

within the framework of a specification. This specification is a brief document mainly concerned with outcomes rather than being a prescriptive manual on how the outcomes should be achieved.

7.2.4 When the contract with DC Leisure Management Ltd. was established it was envisaged that there would be a light touch to the client officer side on the basis that:-

1. DC Leisure Management Ltd. was one of the leading leisure company operators in the field with a great deal of experience and which already had many of the essential systems in place which were capable of being transferred to the Council's Sports and Leisure Centres;
2. it was considered that the best use of Council Officers time would be to focus on the strategic element whilst DC Leisure Management Ltd. dealt with the operational issues.

7.2.5 Mr. Housden felt that it had become increasingly apparent during the early stages of the contract that DC Leisure Management Ltd. viewed the arrangements with the Council as a 'business as usual' contractual relationship and that it relied on the terms of the contract as the determinant for its decisions. Consequently, the Client role which had been originally envisaged as a 'light touch' had had to become increasingly formal e.g. in relation to the improvements to the Bramston Sports Centre; issues relating to core prices.

7.2.6 In relation to the Partnership Board, Mr. Housden advised us that whilst in the past the Board had concentrated on operational issues it was now focussing more on strategic issues. The attendance of the Council's Deputy Chief Executive on the Partnership Board had been very helpful in this respect and was seen as a very positive indication of the commitment and support given by the Council's Senior Management.

7.2.7 Despite the early difficulties, Mr. Housden was confident that the early teething problems had now been overcome - the working relationships between the Council and the operator were now more positive and productive. As long as the Operator continued to deal effectively with the day to day operational issues, Mr. Housden felt that the Partnership would continue to flourish. Mr. Housden was pleased to note that DC Leisure had made substantial progress in achieving Quest accreditation.

8. CONCLUSIONS AND RECOMMENDATIONS.

8.1 Conclusions

8.1.1 It is evident that there were some difficulties in the working relationships between the Council and the Operator in the early stages of the contract as each partner became accustomed to its respective role and responsibilities under the Partnership arrangements. It is a pity that there were changes to personnel in Leisure Services during this critical initial phase as this clearly did not help the situation.

8.1.2 The staff resources and backup allocated to the client function, particularly at the start of a Partnership such as this, need to be kept under review to ensure that they are adequate.

8.1.3 We have looked closely at the change control procedures. These are one of the crucial elements of the Partnership Agreement and can give rise to misunderstandings by either partner if they are not adhered to and applied consistently.

8.1.4 Given the complexity of Partnership agreements, we feel that in future, before a Partnership commences, prior training needs to be given to all Officers involved on the Client side. This should cover essential elements such as the change control procedures, joint use agreements and other pertinent issues depending on the nature of the agreement. The Operator should undertake similar training for its staff.

8.1.5 It would be useful, as the Council's Solicitor suggests, for Officers and the Partnership Board to have refresher sessions every 12 months to ensure that the change control procedures are being adhered to and applied correctly.

8.1.6 The problem of poor attendance at the meetings of the Consultative Board and the steps being taken by DC Leisure Management Ltd. to address this situation are noted. We would suggest to the Operator that consideration should also be given to holding some of the meetings in the evening to cater for those attendees who are unable to attend daytime meetings.

8.1.7 We also note the difficulties being encountered by DC Leisure Management Ltd. in appointing 'Community Directors' on the BDLCA and the action being pursued to appoint at least one.

8.1.8 Overall, we find that despite the early teething problems the institutional arrangements appear to be working reasonably well and there is a fair understanding of the arrangements by both the Council as Client and DC Leisure as Operator.

8.1.9 Finally, we would like to record our thanks to all those individuals who have contributed to this investigation and for the written and oral evidence that has been submitted to us by witnesses.

8.2 Recommendations

8.2.1 We **RECOMMEND** to the Cabinet that:-

1. **Both the Council as Client and DC Leisure Management Ltd. as Operator should ensure that the change control procedures are adhered to. These procedures need to be applied consistently even where minor changes are proposed;**
2. **When the Council enters into any similar Partnership Agreement in the future, the staff resources and backup allocated to the Client function particularly at the start of the Partnership, need to be kept under review to ensure that it is adequate. Initial teething problems are inevitable given the scale and scope of the Partnership, and it is essential that the Client side can respond properly to problems as they occur and avoid any misunderstanding between the Client and Operator as regards duties and responsibilities that may otherwise occur;**
3. **Similarly, prior training needs to be provided to all officers involved on the Client side before a Partnership commences given that some aspects of the Partnership Agreements are inevitably complex (particularly where joint use arrangements with schools are involved). Training should cover the change control procedures, joint use agreements and other pertinent issues depending on the nature of the agreement.**

We would expect the Operator to undertake similar training for its staff.

Consideration should also be given to having some element of joint training for both Client side and Operator's staff prior to the commencement of the Partnership;

- 4. It be suggested to the Partnership Board that it should undertake an annual review of its work to include a 'health check' on the institutional arrangements, particularly the change control procedures and other pertinent issues, with a view to ensuring that these are working as they should be and understood by both the Client and Operator representatives;**
- 5. In relation to the problem of poor attendance at the meetings of the Consultative Board, it should be suggested to the Operator that consideration be given to holding some of the meetings in the evening as opposed to the daytime;**
- 6. The Operator should continue with its efforts to appoint an independent 'Community Director' on the BDLCA;**
- 7. In respect of the swimming club hire charges (paragraph 5.8) and the car parking at Halstead Leisure Centre (paragraph 7.1.16), the Cabinet confirm that the Panel should keep a watching brief on these issues.**

The Scrutiny Panel

Cllr. J. E. B. Gyford (Chair)
Cllr. M. J. Banthorpe
Cllr. B. T. Broyd
Cllrs. Mrs. H. Catley
Cllr. J. C. Collar
Cllr. N. D. C. Edey

Cllr. D. M. Finch (Vice Chair)
Cllr. B. J. Gaught
Cllr. D. Mann
Cllr. D. E. A. Rice
Cllr. R. A. G. Tincknell
Cllr. Ms. L. R. Watson

9. APPENDICES (NOT ATTACHED)

Appendix A – Written submissions from potential witnesses.

Appendix B – Transcript of oral evidence given at Scrutiny Hearing on 6/4/05.

Appendix C – Extract from Partnership Agreement – Management Framework.

Appendix D – Extract from Partnership Agreement – Management Schedule.

Appendix E – Extract from Report and Minutes of Witham Area Committee for 14/4/04 concerning improvements to the Bramston Sports Centre.

Appendix F – DC Leisure Management Ltd. – Customer Feedback Procedure, forms and documents.

Appendix G - Relevant minute extracts from Halstead Focus Group, the Consultative Board and the Partnership Board, relating to the issue of car parking at Halstead Leisure Centre.