

Dated: 16/11/2020

(1) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA

and

(2) RACE COUNCIL CYMRU

Management Agreement

For the

GRAND Multicultural HUB

At the

Grand Theatre, Swansea

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Date: 16/11/2020

Parties

- (1) **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA (CCS)** whose principal office is at Civic Centre, Oystermouth Road, Swansea, SA1 3SN (the **Authority**); and
- (2) **RACE COUNCIL CYMRU (RCC)** incorporated and registered in England and Wales with the Charity no. **1148598** and company number **07863274** whose registered office is at 5 Lamb Lane, Killay, Swansea, SA2 7ES (the **Contractor**),

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

Introduction

- A The parties wish to collaborate in the delivery of a GRAND Multicultural HUB at the Grand Theatre.
- B The Contractor has expressed an interest in collaborating with the Authority in the delivery of the Services.
- C The Authority has accepted the Contractor's proposal to provide the Services and the Contractor is willing and able to provide the Services in accordance with the terms and conditions as set out in this agreement.
- D The Parties wish to enter into this agreement to record the terms and conditions for the operation and management of the GRAND Multicultural HUB.

Agreed terms

1 Definitions and Interpretation

1.1 In this Contract, and in its Schedules, unless the context otherwise requires or admits the following words and expressions shall have the following meanings:

ADR	means Alternative Dispute Resolution
Authorised Representatives	the Authority's Representative and the Contractor's Representative;
Authority Assets	means all assets over which the Council is the legal and beneficial owner, including: <ul style="list-style-type: none">a) any land or buildings;b) any equipment;c) any books and records (including operating and maintenance manuals, health and safety manuals and other know how); andd) any Intellectual Property Rights;

Authority Related Party	means any employee, agent or contractor of the Authority or any of their successors;
Authority's Representative	the representative from time to time appointed by the Authority pursuant to clause 14 (Representatives);
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Change	means an amendment to: a. the scope, nature, volume or execution of the Services under this Contract; or b. any other term or schedule of this Contract which is requested by either Party or caused by factors outside its control;
Change Control Note	the written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Procedure.
Change Control Procedure:	the procedure for agreeing a Change, as set out in clause 35
Commencement Date	The date at the top of this Agreement;
Commercially Sensitive Information	the information listed in Schedule 4, comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
Contractor Personnel	means all/any employees, staff, other workers, agents and consultants of the Contractor and of any sub-contractors who are engaged in the provision of the Services from time to time;
Contractor's Representative	the representative from time to time appointed by the Contractor pursuant to clause 14 (Representatives);
Contract Administrator	the Authority's Representative whose role is to sign-off the completion of the improvement plan as outlined in Schedule 7;
Contract Year	a period of 12 months (or such shorter period in the year in which this Contract terminates), commencing on the Service Commencement Date and/or each anniversary thereof throughout the duration of the Term;
Data Controller	takes the meaning given in the GDPR;

Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Processor	takes the meaning given in the GDPR;
Data Protection Legislation	means: <ul style="list-style-type: none">a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;c) all applicable Laws about the processing of personal data and privacy;
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Officer	takes the meaning given in the GDPR;
Data Subject	takes the meaning given in the GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Default	any default of either party in complying with its obligations under this Contract;
Disaster	means the occurrence of any event or situation, the effect of which is that it is not possible for the Contractor to provide the Services (or any part thereof) for more than 8 hours;
Dispute Resolution Procedure	means the procedure set out in clause 13;
DPA 2018	means the Data Protection Act 2018;
EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
Exit Management Plan	means the plan set out at Schedule 8 (Exit Management Plan);
Facility	means the Grand Theatre, Swansea;
Financial Model	

means the model set out in Schedule 11;

FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
Force Majeure Event	any cause affecting the performance by a Party of its obligations under this Contract arising from acts, events, or omissions beyond its reasonable control, including acts of God, riots, war, acts of terrorism, civil disorder, strikes or blockades, fire, flood, storm, severe ice and snow, drought, earthquake, outbreak of infectious disease, environmental contamination, failure by a statutory undertaker or utility company, fuel shortages or transport disruption, any Disaster, but excluding any industrial dispute relating solely to the Contractor, the Contractor Personnel or any other failure in the Contractor's supply chain;
Future Contractor	means a provider of services equivalent to the Services immediately following expiry or termination of this Contract;
GDPR	the EU General Data Protection Regulation (Regulation EU 2016/679);
Good Industry Practice	the standards which fall within the upper quartile in the visitor attraction industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the Parties, the term, the pricing structure and any other relevant factors;
Indexed	references to amounts being Indexed in this agreement means that the relevant amount is multiplied by $I1/I2$ where I1 means the value of the Consumer Price Index (CPI) most recently published by the Office for National Statistics in Table 1 of their monthly statistical bulletin and I2 is the value of CPI as at the Service Commencement Date (or if such index ceases to be published such other suitable index as the parties may agree);
Initial Period	the period commencing on the Service Commencement Date and ending on the second anniversary of the Service Commencement Date;
Insolvency Event	<p>where:</p> <p>(a) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the</p>

foregoing apply;

- (b) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of that other Party;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an
- (e) the holder of a qualifying floating charge over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- (f) the Contractor (being an individual) is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive);
- (i) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) the Contractor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;

Intellectual Property Rights or IPRs any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;

Key Performance Indicators/KPIs means the Performance Standards set out in Schedule 1 & 2;

KPI Period has the meaning given in clause 20.2;

Law any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply;

Tenancy at Will means the tenancy issued by the Authority to the Contractor for floors 1 & 2 of the Facility, to be entered into in accordance with this Contract;

LED	Law Enforcement Directive (<i>Directive (EU) 2016/680</i>);
Material Breach	means any failure by the Contractor to deliver against the Specification to the extent that the Authority can evidence a failure to comply with mandatory Legislative or Statutory provisions as a result of a wilful or negligent act or omission that may result in significant risk to life, harm or serious injury to staff, customers or contractors at the Facility.
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services excluding those matters for which the Authority is responsible under Clause 5;
Payments	means the payments described in Schedule 5;
Performance Monitoring Process	means the process set out in Schedule 2;
Personal Data	takes the meaning given in the GDPR;
Personal Data Breach	takes the meaning given in the GDPR;
Prohibited Act	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; (ii) reward that person for improper performance of a relevant function or activity; (iii) under the Bribery Act; (iv) under legislation or common law concerning fraudulent acts; or (v) defrauding, attempting to defraud or conspiring to defraud the Authority;
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
Producer	The individual or organisation which agrees to provide and

	produce the Production in the Depot Studio on the terms and conditions set out in the Producer Contract at Schedule 14 of this Agreement.
Plan	the plan attached to this agreement for Floors 1 & 2 “The Annex” at The Grand Theatre, Swansea SA1 3QJ as shown at Schedule 10.
Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs;
Required Action	has the meaning set out in clause 22;
Services	the services to be delivered by or on behalf of the Contractor under this Contract, as more particularly described in Schedule 1 and Schedule 3;
Service Commencement Date	means the date at the top of this Agreement;
Service Transfer Date	means the date on which the Services (or any part of the Services) transfer from the Contractor or Sub-Contractor to the Authority or any Future Contractor;
Specification	means the specification set out in Schedule 1;
Specified Perils	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, malicious damage, theft of building (e.g. roofing materials and fixtures), theft damage to buildings, terrorism and any other risks which a prudent landlord acting reasonably would insure against;
Sub-Contract	any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Services from that third party;
Sub-Contractor	any third party with whom: (a) the Contractor enters in to a Sub-Contract; or (b) a third party under (a) above who enters in to a Sub-Contract;
Sub-Contractor Personnel	means all employees, workers, staff, agents and consultants of the Sub-Contractor engaged in the provision of the Services at any time;
Sub-processor	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

Term the period of the Initial Period as may be varied by:

- (a) any extensions to this Contract which are agreed pursuant to clause 2; or
- (b) the earlier termination of this Contract in accordance with its terms;

Termination Date the date of expiry or termination of this Contract;

Working Day Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 In this Contract except where the context otherwise requires:
- 1.2.1 the masculine includes the feminine and vice-versa;
 - 1.2.2 the singular includes the plural and vice-versa;
 - 1.2.3 a reference to any clause, sub-clause, paragraph, schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Contract;
 - 1.2.4 save where stated to the contrary, any reference to this Contract or to any other document shall include any permitted variation, amendment or supplement to such document;
 - 1.2.5 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
 - 1.2.6 headings are for convenience and for reference only;
 - 1.2.7 words preceding **include, includes, including** and **included** shall be construed without limitation by the words which follow those words and, accordingly, the rule of interpretation known as ejusdem generis shall not apply to this Contract;
 - 1.2.8 any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done;
 - 1.2.9 unless stated expressly to the contrary, any obligation imposed on a Party by this Contract shall be undertaken at that Party's own cost;
 - 1.2.10 an obligation imposed on the Contractor under this Contract shall be interpreted as including an obligation that the Contractor shall procure that its Sub-contractors, and Contractor Personnel, comply with the relevant obligation; and
 - 1.2.11 where any statement is qualified by the expression **so far as Party is aware, or to Party's knowledge**, or any similar expression, that statement shall be

deemed to include an additional statement that it has been made after due and careful enquiry.

- 1.3 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
 - 1.3.1 the clauses of this Contract;
 - 1.3.2 the schedules to this Contract in the order in which they are numbered

Commencement and duration

2 Term

- 2.1 This Contract shall take effect on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with the provisions of this Contract or otherwise by operation of Law unless, no later than 3 Months before the end of the Initial Period, the Authority gives notice to extend the Initial Period in accordance with clause 2.2.
- 2.2 The Authority shall have the option to extend the Initial Period of this Contract for a further period of up to 3 years (**Extension Period**) by serving the notice referred to in clause 2.1. If the Authority serves such notice then the Term may be extended by the Extension Period by agreement with the Contractor on the same terms, unless the Parties agree otherwise in writing and a Change is agreed in accordance with Clause 35.

3 Due diligence and Contractor's warranty

- 3.1 The Contractor acknowledges and confirms that:
 - 3.1.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Authority all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3.1.2 it has received all information requested by it from the Authority pursuant to clause 3.1.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3.1.3 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority pursuant to clause 3.1.2; and
 - 3.1.4 it has entered into this Contract in reliance on its own due diligence.
- 3.2 Save as expressly provided in this Contract, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Contractor by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.3 The Contractor:

- 3.3.1 as at the Commencement Date, warrants and represents that all information contained in the Contractor's Proposal remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract; and
- 3.3.2 shall promptly notify the Authority in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services.
- 3.4 The Contractor shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Contractor in accordance with clause 3.3.2 save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Authority and the Contractor could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Contractor shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations.

The Services

4 Obligations of the Contractor

- 4.1 The Contractor shall provide the Services with effect from the Service Commencement Date and for the duration of the Term in accordance with the provisions of this Contract.
- 4.2 Without prejudice to the generality of clause 4.1, the Contractor shall provide the Services, or procure that they are provided:
 - 4.2.1 in accordance with the Specification unless agreed in writing or inconsistent with terms of this Contract in which case the terms of this Contract shall prevail;
 - 4.2.2 with reasonable skill and care and in accordance with Good Industry Practice from time to time; and
 - 4.2.3 in accordance with all applicable Laws;
- 4.3 In the event that the Contractor becomes aware of any inconsistency between the requirements of clause 4.2.1 to 4.2.3 the Contractor shall immediately notify the Authority in writing of such inconsistency and the Authority shall, as soon as practicable, notify the Contractor which requirement the Contractor shall comply with.
- 4.4 The Contractor shall assume all commercial and economic risk of delivery and performance of the Services. Schedule 2 shall have effect in respect of performance management of the Services. The Contractor shall bear in full and shall have no recourse to the Authority for any expense, liability or loss arising as a result of failure of the Services, except where this Contract specifies otherwise.
- 4.5 The Contractor shall procure that the works of refurbishment and improvement described in Schedule 7 are carried out in accordance with the Schedule of Works exercising reasonable skill and care and in accordance with Good Industry Practice.

- 4.6 The Contractor shall make the payments set out in Schedule 5, towards the works of refurbishment and improvement at the Facility in order to facilitate the Service.
- 4.7 Prior to occupying the Facility, the Contractor shall enter into a Tenancy at Will with the Authority, in the form outlined at Schedule 9.

5 Obligations of the Authority

- 5.1 In consideration of the Contractor's performance of its obligations under this Contract, the Authority hereby grants the Contractor the exclusive right to collect all revenue from the operation of, and performance of the Services at, the Facility in accordance with this Contract.
- 5.2 The Authority may appoint a Contract Administrator to supervise and sign off the works outlined in Schedule 7, on behalf of the Authority. The Contract Administrator shall be entitled to attend meetings to review progress of the works under the Schedule of Works. Where any issues are identified by the Contract Administrator, which may be in breach of any applicable Law, the Contract Administrator shall inform the Contractor who shall address such issues prior to the Contract Administrator signing off completion of the Key Milestones.

6 Compliance

- 6.1 The Contractor shall ensure that all the Necessary Consents are in place to provide the Services.
- 6.2 Where there is any conflict or inconsistency between the provisions of this Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Contractor has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 6.3 The Contractor shall perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - 6.3.1 all applicable Law regarding health and safety; and
 - 6.3.2 its own Health and Safety Policy.
- 6.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Facility of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

7 Method Statement

- 7.1.1 The Contractor shall provide the Services in accordance with the Method Statement at Schedule 3.

Contract management

8 Reporting and Accounting

- 8.1 The Contractor shall keep and maintain during the Term and for a period of 6 years following the Term, full and accurate management reports, accounts, records and books of the operation of the Services and this Contract.
- 8.2 The Authority shall monitor the performance of the Services by the Contractor, in accordance with Schedule 1 & 2.
- 8.3 The Contractor shall co-operate with the Authority in carrying out the monitoring referred to in clause 8.2.
- 8.4 All other reports as requested by the Authority shall be provided to it by the Contractor (financial and non-financial) in a format and at such times as reasonably required by the Authority, in relation to the Services.
- 8.5 The Contractor shall submit to the Authority an annual certificate of all income received or accrued by the Contractor in respect of the provision of the Services no later than 31 March following each successive Contract Year. Where the Contract is terminated early the Contractor shall provide the annual certificate within 1 month of the termination date. The annual certificate is to be confirmed by a qualified accountant.

9 Audit

- 9.1 The Authority may conduct or be subject to an audit for the following purposes:
 - 9.1.1 to verify the accuracy of income and Payments (and proposed or actual variations to them in accordance with this Contract) and/or the costs of the Services;
 - 9.1.2 to review the integrity, confidentiality and security of any data relating to the Authority or any service users;
 - 9.1.3 to review the Contractor's compliance with the DPA, the FOIA, in accordance with clause 11 (Data Protection) and clause 13 (Freedom of Information) and any other legislation applicable to the Services;
 - 9.1.4 to review any records created in connection with the provision of the Services;
 - 9.1.5 to review any books of account kept by the Contractor in connection with the provision of the Services;
 - 9.1.6 to carry out the audit and certification of the Authority's accounts;
 - 9.1.7 to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; and
 - 9.1.8 to review the performance of the Service against the Financial Model.
- 9.2 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each

audit, including:

- 9.2.1 all information requested by the above persons within the permitted scope of the audit;
 - 9.2.2 reasonable access to any areas at the Facility controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - 9.2.3 access to the Contractor Personnel.
- 9.3 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Contract in any material manner by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

10 Data Protection

- 10.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, they will be acting as joint data controllers in respect of personal data.
- 10.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 10.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- 10.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 10.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 10.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 10.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 10.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- 10.4.1 process Personal Data only in accordance with applicable Law;
 - 10.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and

- (d) cost of implementing any measures;

10.4.3 ensure that:

- (a) the Contractor Personnel do not process Personal Data except in accordance with this Contract;
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Contractor's duties under this clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

10.4.4 not transfer Personal Data outside of the EU unless permitted by law or where the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

- (a) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- (d) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

10.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

10.5 Subject to clause 10.6, the Contractor shall notify the Authority immediately if (in relation to Personal Data processed for this Contract) it:

- 10.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 10.5.2 receives a request to rectify, block or erase any Personal Data;
 - 10.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 10.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 10.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 10.5.6 becomes aware of a Data Loss Event.
- 10.6 The Contractor's obligation to notify under clause 10.5 shall include the provision of further information to the Authority in phases, as details become available.
- 10.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 10.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- 10.7.1 the Authority with full details and copies of the complaint, communication or request;
 - 10.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 10.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 10.7.4 assistance as requested by the Authority following any Data Loss Event;
 - 10.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 10.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- 10.8.1 the Authority determines that the processing is not occasional;
 - 10.8.2 the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 10.8.3 the Authority determines that the processing is likely to result in a risk to

the rights and freedoms of Data Subjects.

- 10.9 The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 10.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 10.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
 - 10.11.1 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub- processor; and
 - 10.11.2 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 10.12 The Contractor shall remain fully liable for all acts or omissions of any Sub- processor.
- 10.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 10.14 The Contractor shall be registered as a Data Controller, with the Information Commissioner's Office.
- 10.15 In the event that the Contractor is Processing Data on behalf of the Authority, the Contractor shall comply with the provisions at Schedule 6 and any further written instructions from the Authority that may be issued from time to time.

11 Confidentiality

- 11.1 Subject to clause 11.2, the Parties shall keep confidential all matters relating to this Contract and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.
- 11.2 Clause 11.1 shall not apply to any disclosure of information:
 - 11.2.1 required by any applicable law, provided that clause 13 (Freedom of Information) shall apply to any disclosures required under the FOIA or the EIRs;
 - 11.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Contract;
 - 11.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
 - 11.2.4 by the Authority of any document to which it is a party and which the Parties to this Contract have agreed contains no Commercially Sensitive Information;

- 11.2.5 which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;
 - 11.2.6 by the Authority to any other department, office or agency of the Government;
 - 11.2.7 by the Authority relating to this Contract and in respect of which the Contractor has given its prior written consent to disclosure; and
 - 11.2.8 by the Authority in connection with a re-tendering process in line with Schedule 8 Exit Management Plan, provided the Authority shall take all reasonable steps to protect Commercially Sensitive Information.
- 11.3 On or before the Termination Date, the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Authority's employees, rate-payers or service users, are delivered up to the Authority or securely destroyed.

12 Freedom of Information

- 12.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Contractor shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - 12.1.2 transfer to the Authority all requests for information relating to this Contract as soon as practicable and in any event within two Working Days of receipt;
 - 12.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 12.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without obtaining consent from the Contractor. The Authority shall take reasonable steps to notify and consult with the Contractor concerning any Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Contractor's Confidential Information (including any Commercially Sensitive Information) and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs and where such information is Commercially Sensitive or Confidential to the Contractor the Authority shall take all reasonable steps to protect it.

13 Dispute resolution

- 13.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this Contract, the Parties shall follow the procedure set out in this clause:
- 13.1.1 either Party shall serve on the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - 13.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Head of Cultural Services and the Contractor's Director who shall attempt in good faith to resolve it; and
 - 13.1.3 if the Authority's Head of Cultural Services and the Contractor's Director are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR notice.
- 13.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under clause 41 which clause shall apply at all times.

14 Representatives

- 14.1 The Authority's Representative shall be the Head of Cultural Services, or such other person appointed pursuant to this clause 14 (Representatives). The Authority's Representative shall exercise the functions and powers of the Authority in relation to the Contract which are identified in this Contract as functions or powers to be carried out by the Authority's Representative. The Authority's Representative shall also exercise such other functions and powers of the Authority under this Contract as may be notified to the Contractor from time to time.
- 14.2 The Authority's Representative shall be entitled at any time, by notice to the Contractor, to authorise any other person to exercise the functions and powers of the Authority delegated to him pursuant to this clause 14 (Representatives), either generally or specifically. Any act of any such person shall, for the purposes of this Contract, be an act of the Authority's Representative.
- 14.3 The Authority may, by notice to the Contractor, change the Authority's Representative.
- 14.4 Save where notified in writing by the Authority before such act or instruction, the Contractor and Contractor's Representative shall be entitled to treat any act or instruction of the Authority's Representative as being expressly authorised by the Authority, and neither the Contractor nor the Contractor's Representative shall be required to determine whether any express authority has in fact been given.

- 14.5 Save where notified in writing by the Authority before an act or instruction, neither the Contractor nor the Contractor's Representative shall treat any act or instruction of any other representative of the Authority, who is not the Authority's Representative, as being expressly authorised by the Authority.
- 14.6 The Contractor's Representative shall be its Director or such other person appointed pursuant to this clause 14 (Appointment of representatives). The Contractor's Representative shall exercise the functions and powers of the Contractor which are identified in this Contract as functions or powers to be carried out by the Contractor's Representative.
- 14.7 The Contractor's Representative shall be entitled at any time, by written notice to the Authority, to authorise any other person to exercise the functions and powers of the Contractor delegated to him pursuant to this clause 14 (Representatives), either generally or specifically. Any act of any such person shall, for the purposes of Contract, be an act of the Contractor's Representative.
- 14.8 The Contractor may, by notice to the Authority, change the Contractor's Representative.
- 14.9 The Authority shall be entitled to treat any act of the Contractor's Representative in connection with this Contract as being expressly authorised by the Contractor, and neither the Authority nor the Authority's Representative shall be required to determine whether any express authority has in fact been given.
- 14.10 Save where notified in writing by the Contractor before an act or instruction, neither the Authority nor the Authority's Representative shall treat any act or instruction of any other representative of the Contractor, who is not the Contractor's Representative, as being expressly authorised by the Authority.

15 Sub-Contracting and assignment

- 15.1 The Contractor shall not assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the Authority, neither may the Contractor Sub-Contract the whole or any part of its obligations under this Contract except with the express prior written consent of the Authority.
- 15.2 In the event that the Contractor enters into any Sub-Contract in connection with this Contract it shall:
 - 15.2.1 remain responsible to the Authority for the performance of its obligations under the Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
 - 15.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and
 - 15.2.3 provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Representative.
- 15.3 The Authority shall be entitled to novate the Contract to any other body which substantially performs any of the functions that previously had been performed by the

Authority.

- 15.4 Provided that the Authority has given prior written consent, the Contractor shall be entitled to novate the Contract where:
- 15.4.1 the specific change in Contractor was provided for in the procurement process for the award of this Contract;
- 15.4.2 there has been a universal or partial succession into the position of the Contractor, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this Contract. Any universal or partial succession must not be in breach of the Public Contracts Regulations 2015 or any other public procurement legislation.

Liability

16 Indemnities

Subject to Clause 17 below, the Contractor shall indemnify the Authority and keep the Authority indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence) default or breach of this Contract, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or Sub-Contractors (save to the extent that the same is directly caused by or directly arises from the negligence or breach of this Contract by the Authority or its Representatives).

17 Limitation of liability

- 17.1 Subject to clause 17.3, neither Party shall be liable to the other Party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with this Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 17.2 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Contract.
- 17.3 Subject to clause 17.5, and without prejudice to the Authority's obligations under clause 18.7 (buildings insurance), the Authority's maximum aggregate liability to the Contractor for all claims arising in any Contract Year, shall not in any circumstances exceed £100,000.
- 17.4 In respect of any claim against the Contractor, which does not arise from a risk which is insured under clause 18.1, the Contractor's liability shall not exceed £100,000 in aggregate in any Contract Year.
- 17.5 Notwithstanding any other provision of this Contract neither Party limits or excludes its liability for:
- 17.5.1 wilful default, fraud or fraudulent misrepresentation;
- 17.5.2 death or personal injury caused by its negligence;

- 17.5.3 breach of any obligation as to title implied by statute; or
- 17.5.4 any other act or omission, liability for which may not be limited under any applicable law.

18 Insurance

- 18.1 Save as provided in Clause 18.7 below, the Contractor shall effect and maintain with a reputable insurance company all necessary insurances to cover its potential liabilities in connection with this Contract which shall include, as a minimum:
 - 18.1.1 public liability insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims;
 - 18.1.2 employer's liability insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims;
 - 18.1.3 product liability insurance with a limit of indemnity of not less than £1 million in relation to any one claim or series of claims; and
 - 18.1.4 any other insurances as may be required by applicable Law, together the **Insurances**. The Contractor shall pass on this obligation, to its sub-contractors where relevant.
- 18.2 The Insurances shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss, save as provided in clause 18.7.
- 18.3 The Insurances are to be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent operator in respect of risks insured in the international insurance market from time to time.
- 18.4 On written request of the Authority, the Contractor shall provide the Authority with a copy of each insurance policy, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 18.5 If for whatever reason the Contractor fails to give effect to and maintain the Insurances the Authority may make alternative arrangements in order to protect its interests and may recover the costs of such arrangements from the Contractor.
- 18.6 The Contractor shall promptly notify to insurers any matter arising from, on in connection with, the Services for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services or this Contract, the Contractor hereby agrees to co-operate with the Authority and assist in dealing with any such claims at its own expense, without limitation.
- 18.7 The Authority shall be responsible for insuring the buildings, fixed plant and equipment, fixtures and fittings at the Facility against the Specified Perils for their full reinstatement value with insurers of good repute. Where the Authority fails to take out insurance as required, there shall be no liability on the part of the Contractor for any losses incurred as result.

19 Intellectual property

- 19.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Contractor or any employee, agent or sub-contractor of the Contractor:
- 19.1.1 in the course of performing the Services; or
 - 19.1.2 exclusively for the purpose of performing the Services,
- shall vest in the Contractor on creation, however the Authority shall be granted a licence to use such Intellectual Property during the Term free of charge for the purposes of this Contract only (except that no rights shall be granted in proprietary marks and trading styles of the Contractor).
- 19.2 The Contractor shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right belonging to a third party caused by the provision of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

20 Performance Standards

- 20.1 The Performance Standards are set out in Schedule 2 and both parties agree that they are a fair and accurate way of measuring the success of this Contract against the Specification set out in Schedule 1.
- 20.2 The Contractor shall provide the Authority with a quarterly and annual report detailing its performance in line with the requirements of Schedule 1 (the **KPI Period**).
- 20.3 Failure to meet the requirements of Schedule 1 may constitute a Default as set out in Schedule 2 and allows the Authority to start the Performance Monitoring Process.

Consequences of breach

21 Performance Monitoring Process

If the Contractor fails to achieve the standards set out in Schedule 1 – Service Specification, the Authority shall follow the procedure set out in Schedule 2 Part 3 – Performance Monitoring Process.

22 Step-in rights

- 22.1 If either Party reasonably believes that it needs to take action in connection with the Services:
- 22.1.1 because of the other Party's fundamental breach of requirements of this Contract relating to health and safety, security or the physical condition of the Facility that has not been rectified; or
 - 22.1.2 because a serious risk exists to the health or safety of persons or property

or to the environment; or

22.1.3 to discharge a statutory duty; or

22.1.4 because an emergency has arisen

then, without prejudice to any other rights it may have, that Party ('the First Party') may take action in accordance with clauses 22.2 to 22.5 below until the reason for action under this clause has been resolved.

22.2 If clause 22.1 applies and the first Party wishes to take action, it shall notify the other Party in writing of the following:

22.2.1 the action it wishes to take;

22.2.2 the reason for such action;

22.2.3 the date it wishes to commence such action;

22.2.4 the time period which it believes will be necessary for such action; and

22.2.5 to the extent practicable, the effect on the Services during the period such action is being taken.

22.3 Following service of such notice, the First Party may take such action as notified under clause 22.2 and any consequential additional action as it reasonably believes is necessary (together, the **Required Action**) and the other Party shall give all reasonable assistance to the First Party while it is taking the Required Action. The First Party shall, to the extent that the Required Action is taken, provide the other Party with notice of completion of such Required Action and shall use reasonable endeavours to provide such advance notice as is reasonably practicable of its anticipated completion.

22.4 The Required Action shall be undertaken in accordance with Good Industry Practice.

22.5 Where the Required Action has been necessary as result of the wilful or negligent act or omission of the other Party, the first Party shall be entitled to recover from the other Party the costs and losses reasonably incurred in carrying out such Required Action.

Termination

23 Termination for breach

23.1 Subject to Clause 21, the Authority may terminate this Contract by the service of 20 working days' written notice on the Contractor in the following circumstances:

23.1.1 if the Contractor commits a Material Breach;

23.1.2 if the Contractor commits a Consistent Failure in accordance with Schedule 2, Part 3, Paragraph 6 – Consistent Failure;

23.1.3 if there is an Insolvency Event;

23.1.4 if there is a change of control of the Contractor within the meaning of section 1124 of the Corporation Tax Act 2010 which has not been notified

and approved in advance by the Authority; or

- 23.1.5 if the Contractor consistently fails over a six month period to achieve or maintain the Performance Standards as detailed in clause 20 and Schedule 2;
- 23.2 If this Contract is terminated by the Authority for cause, such termination shall be at no loss or cost to the Authority save that the Authority shall compensate the Contractor for (a) any capital investment not fully amortised at the date of termination and (b) the fair value of any assets or equipment that the Authority acquires on termination, which are not included in the Inventory List at Schedule 12, as updated from time to time. The Contractor hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for cause, subject to a maximum aggregate sum of £100,000.
- 23.3 The Contractor may terminate this Contract if:(a) ; or (b) the Authority fails to perform any obligation in clause 5 relating to safety, security or the physical condition of the premises which has a material adverse effect on the Contractor's business; (c) the Authority is unable or fails to repay its borrowing/s and/or an application is made by any party to a court for the appointment of a receiver and/or such a receiver is appointed, all pursuant to section 47 Local Government & Housing Act 1989 (and/or any amendment or replacement thereof from time to time.); or (d) the Authority fails to insure the Facility in accordance with clause 18.7 (buildings insurance), and in each case has failed to remedy such breach within 20 Working Days of a notice of the same from the Contractor.
- 23.4 If the Contractor exercises its right to terminate under clause 23.3, the Authority shall compensate the Contractor for (a) any capital investment not fully amortised at the date of termination; (b) subject to the Authority's right to adopt or novate/assign any such contracts, any costs reasonably incurred associated with the breakage, cancellation and/or early termination of contracts relating to the Facility and Services, subject to the Contractor's duty to mitigate such costs (c) the fair value of any assets or equipment that the Authority acquires on termination, which are not included in the Inventory List at Schedule 12, as updated from time to time; and (d) a sum equivalent to 1 years' loss of profit calculated by reference to the 'Profit' figure in the Profit & Loss Account for the previous Financial Year.

24 Termination on notice

- 24.1 Without affecting any other right or remedy available to it, the Authority may terminate this Contract by giving 12 months' written notice to the Contractor expiring on the anniversary of the Service Commencement Date. In such circumstances the Authority shall compensate the Contractor for (a) any capital investment not fully amortised at the date of termination; (b) the fair value of any assets or equipment which the Authority acquires on termination, which are not included in the Inventory List at Schedule 12, as updated from time to time; (c) any costs reasonably incurred associated with the breakage, cancellation and/or early termination of contracts relating to the Facility and Services (subject to the Contractor's duty to mitigate such costs) subject to a maximum aggregate sum of £100,000.
- 24.2 The Contractor may terminate this Agreement at any time by giving 12 months' written notice to the Authority expiring on the anniversary of the Service Commencement Date.

In such circumstances the Contractor shall compensate the Authority for any costs associated with the breakage, cancellation and/or early termination of contracts relating to the Facility and Services reasonably incurred and retendering costs, subject to a maximum aggregate sum of £100,000.

25 Force majeure

- 25.1 Subject to the remaining provisions of this clause 25, neither Party to this Contract shall be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such non-performance is due to a Force Majeure Event.
- 25.2 In the event that either Party is delayed or prevented from performing its obligations under this Contract by a Force Majeure Event, such Party shall:
- 25.2.1 give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 25.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Contract; and
 - 25.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 25.3 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 25.4 The Contractor cannot claim relief if the Force Majeure Event is one where a reasonable Contractor should have foreseen and provided for the cause in question.
- 25.5 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. Where the Contractor is the affected Party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Good Industry Practice.
- 25.6 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.
- 25.7 The Authority may, during the continuance of any Force Majeure Event, terminate this Contract by written notice to the Contractor if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 60 Working Days.

26 Prevention of bribery

- 26.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Contractor Personnel, have at any time prior to the Commencement Date:

- 26.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 26.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 26.2 The Contractor shall not during the term of this Contract:
- 26.2.1 commit a Prohibited Act; and/or
 - 26.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.
- 26.3 The Contractor shall during the term of this Contract:
- 26.3.1 establish, maintain and enforce, and require that its Sub- Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
 - 26.3.2 keep appropriate records of its compliance with its obligations under clause 26.3.1 and make such records available to the Authority on request.
- 26.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clause 26.1 and/or clause 26.2, or has reason to believe that it has or any of the Contractor Personnel have:
- 26.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 26.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 26.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- 26.5 If the Contractor makes a notification to the Authority pursuant to clause 26.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with clause 9.
- 26.6 If the Contractor is in default under clause 26.1 and/or clause 26.2, the Authority may by notice:

- 26.6.1 require the Contractor to remove from performance of this Contract any Contractor Personnel whose acts or omissions have caused the Default; or
- 26.6.2 immediately terminate this Contract.
- 26.7 Any notice served by the Authority under clause 26.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

27 Consequences of termination

- 27.1 Upon expiry of this Contract or its earlier termination in whole or in part for any reason the Contractor shall provide all reasonable assistance and information to the Authority (and any subsequent Contractor appointed by the Authority) if requested, to the extent necessary to effect an orderly transfer of the Services including but not limited to, within 20 Working Days of being so requested by the Authority providing, and thereafter keeping updated, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services which shall include without limitation information in relation to employees, assets, contracts, trading position, management accounts, liabilities and all relevant information that a prudent operator would require in order for the continuation of the delivery of the Services (provided that the Authority shall take all reasonable steps to protect the commercial secrets of the Contractor).
- 27.2 On the expiry of the Term, or if this Contract is terminated in whole or in part for any reason, the provisions of the Exit Management Plan shall come into effect and the Contractor shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a replacement operator.
- 27.3 On termination of this Contract and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Authority before such completion) the Contractor shall ensure that all Authority Assets as outlined in Schedule 12 and updated from time to time, shall be delivered to the Authority (or as otherwise directed by the Authority) forthwith and the Contractor's Representative shall certify full compliance with this clause.
- 27.4 If the Contractor fails to comply with clause 27.2 or 27.3 then the Authority or its representatives may enter floors 1 and 2 of the Facility and take possession of any Authority Assets in the Contractor's possession or control. Until such time as they have been delivered or returned, the Contractor shall be solely responsible for the safekeeping of the Authority Assets in its possession or control and will not use them for any purpose not connected to the Contract.
- 27.5 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of Contract which existed at or before the date of termination or expiry.
- 27.6 The provisions of clause 6 (reporting and accounting), clause 16 (Indemnities), clause 18 (Insurance), clause 12 (Freedom of Information), clause 10 (Data Protection), clause 9 (Audit), clause 23 (Termination for Breach) and this clause 27 (Consequences of termination) shall survive termination or expiry of this Contract.

HIRE ARRANGEMENTS

28 Room Hire Pricing Strategy

- 28.1 The Authority shall provide the Contractor with access to Artifax (a cloud based Venue and Event Management Software) to facilitate room hire, event planning, artistic production/tour scheduling and education programmes at the Facility.
- 28.2 The Contractor shall use Artifax to hire the rooms listed at Schedule 4 in accordance with the Room Hire Pricing Strategy.
- 28.3 The Parties shall review and update the Room Hire Pricing Strategy on a yearly basis.

29 Room Hire Agreement

- 29.1 The Contractor shall ensure that the Room Hire Agreement at Schedule 13, is completed and signed by the Hirer and Premise Manager, for each room that is hired out.
- 29.2 The Contractor shall keep a record of the Room Hire Agreements and copies of the Room Hire Agreement shall be provided to the Authority upon request.

30 Producer Contracts for the Depot Studio

- 30.1 The Contractor shall issue Producer Contracts in the form attached at Schedule 14, for all artistic productions at the performance area within the Arts Wing (“the Depot”).
- 30.2 Prior to starting work on a production, the Producer Contracts shall be completed and signed by the Producer and the Authority.
- 30.3 The Producer Contract shall outline the deal split and costs (and anticipated profit) and what each party shall deliver to facilitate the Production.

General provisions

31 Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

32 Rights and remedies

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

33 Severability

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this

clause shall not affect the validity and enforceability of the rest of this Contract.

34 Partnership or agency

34.1 Nothing in this Contract is intended to, or shall be deemed to, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

34.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

35 Change Control

35.1 The Parties acknowledge and agree by entering into this Contract that change may be necessary during the Term of this Contract, including where the Contractor's operating costs have increased or revenues decreased due to factors outside its control, for example as a result of changes in law or a change to the Authority's policies from time to time. However, all such changes may only be made pursuant to the terms of this clause 35. The Parties will also, when considering a Change, be mindful of the obligations contained in Regulation 72 of the Public Contracts Regulations 2015.

35.2 Either Party may submit a written request for Change to the other party in accordance with this Clause 35, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties, unless it is required by law.

35.3 If the Authority requests a Change:

35.3.1 the Authority will submit a written request to the Contractor containing as much information as is necessary to enable the Contractor to prepare a Change Control Note; and

35.3.2 within 15 Working Days of receipt of a request, the Contractor will, unless otherwise agreed, send to the Authority a Change Control Note.

35.4 If the Contractor requests a Change, it will send to the Authority a Change Control Note setting out the likely impact on the costs and revenue derived from the Services.

35.5 A Change Control Note must contain sufficient information to enable the Authority to assess the Change, including as a minimum:

35.5.1 the title of the Change;

35.5.2 the originator of the Change and date of request;

35.5.3 description of the Change;

35.5.4 details of the effect of the proposed Change on:

(a) the Services;

(b) the cost of the delivery of the Services and the impact on anticipated revenues;

- (c) relief for performance of its obligations including Schedule 1 Service Specification and Schedule 2 Payment & Performance Monitoring, which it would be reasonable to grant to the Contractor;
- (d) any systems or operations of the Authority which communicate with, or are otherwise affected by, the Services; and
- (e) any other term of this Contract;

35.5.5 the date of expiry of validity of the Change Control Note; and

35.5.6 provision for signature by the Authority and Contractor.

35.6 The Authority shall assess the Change on the basis that the Contractor should be in a position which is 'no better and no worse' than if the Change had not occurred.

35.7 If, following the Authority's receipt of a Change Control Note pursuant to Clause 35.3 or 35.4 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Contract;

35.8 If either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with the Dispute Resolution Procedure.

35.9 Each party will bear its own costs in relation to compliance with the Change Control Procedure.

36 Third party rights

36.1 Except as expressly provided in this Contract a person who is not a Party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

36.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

37 Entire agreement

37.1 This Contract, the schedules and the documents annexed to it or otherwise referred to in it and refer to any other necessary documents or representations constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

37.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

38 Collusion

The Contractor warrants that (in accordance with the Non-Collusion Certificate submitted as part of its tender), up until the date of this Contract it has not engaged in collusion of any kind with any of the other bidders in relation to this Contract.

39 Counterparts

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract. No counterpart shall be effective until each Party has executed at least one counterpart.

40 Governing law and jurisdiction

40.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

40.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

41 Anti-Slavery

41.1 The Contractor undertakes, warrants and represents that:

- (a) Neither the Contractor nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (an 'MSA Offence'); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015, to the same extent as the Authority would be expected to comply with the same;
- (c) it shall notify the Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Contractor's obligations under clause 41.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations.

41.2 Any breach of clause 41.1 by the Contractor shall be deemed a material breach of the Contract and shall entitle the Authority to terminate the Contract with immediate effect.

42 Discrimination

42.1 The Contractor does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005, the Employment Relations Act 1999 (Blacklists) Regulations 2010 or the Equality Act 2010 (the "Discrimination Acts").

42.2 In undertaking the Services, the Contractor agrees to co-operate with and assist the Authority to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

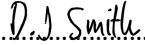
- 42.3 Specifically with regard to blacklisting the Contractor shall not compile, consult or use a blacklist of employees for the purposes of determining who will be engaged for the purposes of fulfilling this contract. A blacklist may include, but not be limited to, the names of people who are engaged in trade union activities, who are known whistle blowers or are otherwise deemed to create difficulties for employers in the workplace.
- 42.4 Where an employee or sub-contractor employed by the Contractor is required to carry out any activity alongside the Authority's employees in any premises, the Contractor shall ensure that each such employee or sub-Contractor complies with the Authority's employment policies and codes of practice relating to discrimination and equal opportunities.
- 42.5 The Contractor shall indemnify the Authority against all reasonably incurred costs, charges, expenses (including legal and administrative expenses) and payments made by the Authority arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the Contractor.
- 42.6 The Contractor shall include in the conditions of contract for each sub-Contractor obligations substantially similar to those set out above.

43 **Welsh Language**

- 43.1 The Contractor shall at all times comply with the Welsh Language (Wales) Measure 2011 and the Welsh language standards with which the Authority is liable to comply, as if it were the Authority to the extent that the same relate to the provision of the Services. The Welsh Language standards may be found at <http://www.comisiynyddygydraeg.cymru/English/Language%20duties/Pages/What-are-standards.aspx>.
- 43.2 The Contractor shall indemnify the Authority against any losses arising from failure to comply with the requirements of clause 43.1 (above)
- 43.3 The Contractor shall deliver the Services (in accordance with the Specification) through the medium of English or Welsh (on an equal basis).
- 43.4 The Contractor shall be responsible for promoting the delivery of the Services in Welsh or English to the Service Users and shall use all reasonable steps to achieve this.

IN WITNESS the parties hereto have executed this agreement as a deed the day and year first before written

The **COMMON SEAL** of
THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
was affixed hereto in the presence of:


DocuSigned by:

.....
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Authorised Signatory


DocuSigned by:



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EXECUTED AS A DEED by
RACE COUNCIL CYMRU
acting by a Director and
the Company Secretary:

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Director: Judge Rameshwar Singh

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Company Secretary: Uzoamaka Iwobi

City and County of Swansea

Schedule 1 – Services Specification

Swansea BAME Cultural & Digital Hub GRAND Multicultural HUB

Arts Wing, Grand Theatre, Swansea

Introduction

Grand Theatre Swansea is a fully functioning professional 1000 seater theatre. It is also home to the Arts Wing 200 seater, studio performance area, rooftop café/bar, exhibition space and box office area. The Arts wing studio provides around 30 performances and exhibitions per year.

Arts Wing audience numbers have been falling between 3% - 7% yearly over the last four years, a 28% decline overall. To counter this and to achieve greater positive impact on our communities, Cultural Services aim to raise participation in the arts by more than half a million visitors. This means we will need to increase the number of people attending or participating in arts by at least three times per year.

The Arts Wing entailed a vision for a diverse, creative, artistic programme, focused on audience development, and able to secure grants. A shift away from this sort of programming toward commercial main house programming has meant the studio experienced a 30% decline in 2018/19 and 22% decline 19/20 year to date. There was an increase in resourcing costs of £8.9k to deliver the bar service from 2018/19.

Swansea Council (CCS) is working in partnership with Race Council Cymru (RCC) to deliver an initiative that will address inequalities of opportunity across BAME communities and promote equality of access, cultural entitlement and community action through the cultural and digital offer. The Partnership will cover the following areas of the building with responsibility as outlined below:

Floor 3 Culture and Arts Programming - CCS & RCC

The top floor of the Arts Wing will be remodeled by the Partnership by creating a Cultural Hub with the development of a five-year diverse arts programme to enrich the lives of the people within the Swansea community. Bringing together a cultural mixed programme will be transformative; bringing diverse cultures together in order to promote creativity and celebrate difference.

Floor 3 Rooftop café/bar – CCS & RCC

The Partnership shall work together in the procurement of ethnic catering services and community kitchen.

Floor 1 & 2 Digital Hub and community spaces RCC

RCC are investing £250,000 in capital funding in floors 1, 2 & 3 to transform the spaces to be fit for purpose to support grassroots community use for activities and creative practice as well as the development of digital upskilling, well-being support and a contemporary and diverse Arts Programme and series of Cultural events. The RCC Business Plan has been developed with full stakeholder engagement from their 20+ community partners.

Entrance Performance Area - CCS & RCC

Ground Floor will be developed into a new café/bar area and a performance area bringing diverse cultures together in order to promote creativity and celebrate difference.

The obligations and liabilities for the Entrance Café/Bar is not within the scope of this agreement as it is covered under a separate agreement between CCS & Gower Brewery.

This Services Specification sets out the Performance Standards that Race Council Cymru shall meet in the delivery of the Services during the Contract Period. It details the requirements that the Race Council Cymru shall meet for the ongoing operation of the GRAND Multicultural HUB (HUB), as specified within this Schedule 1 (Services Specification) throughout the Contract Period.

The structure of this Services Specification directly relates to how the Performance Standards will be assessed for the purpose of Schedule 2 (Performance Monitoring System) and is set out as follows:

Part 1A – General

- Specified Partnership Activities
- Core Aims

Part 1B – Annual Performance Requirements

- Authority's Outcomes

Part 1C - Service Performance Requirements

- Customer Service
- Catering
- Marketing

- Creative Programme
- Reporting

Part 1D – Performance Requirements

- Pricing Requirements
- Opening Hours
- Activity Programming
- Health and Safety Management
- Equipment
- Access
- Legislation and Policy

- Staffing

The terms and expressions used in this Schedule shall bear the same meaning as set out in Clause 1 (Definitions and Interpretation) and Schedule 2 (Performance Monitoring System).

This Service Specification uses the following structure to provide the Race Council Cymru with the requirements and Performance Standards of the Authority.

Required Outcome Provides Race Council Cymru with a high level view of the Outcome and context of the requirements of the Authority, which Race Council Cymru shall meet.

Performance Standards A list of standards that relate to the output that Race Council Cymru shall meet but which are covered by regulations, Legislation, British Standards etc. that set out the level of performance that Race Council Cymru shall deliver in order to meet the requirements of the Authority. These must be met by Race Council Cymru if the Services Specification is deemed to be achieved.

Reporting Requirements This details the reporting requirements, which Race Council Cymru shall meet in relation to the specified Performance Standard.

1.1 Measurement

1.1.1 The monitoring of Race Council Cymru's achievement of the Performance Standards shall be measured in accordance with Clause 21 (Performance Monitoring Process) of this Agreement. Monitoring of the Services and categorisation and reporting of Performance Failures shall be carried out in accordance with Schedule 2 (Performance Monitoring System).

1.2 Reporting

1.2.1 The Race Council Cymru is obliged to report on its own performance in accordance with this Agreement and in particular with Clause 20 (Performance Standards), Clause 21 (Performance Monitoring Process), Clause 8 (Reporting & Accounting), Clause 9 (Audit) Schedule 1 (Specification) and Schedule 2 (Performance Monitoring System) in order to meet the Performance Standards set out in this Schedule.

Part 1A – General

1.3 Specified Partnership Activities

1.3.1 The table below outlines the Partnership activities that are to be provided at the Grand Theatre Arts Wing, Culture & Digital Hub, by each organisation during the Contract Period.

Zone	Organisation	High-level activities
Ground floor Entrance Performance Area and Reception	Race Council Cymru & Swansea Council	joint performance planning
Ground floor Entrance - Café (out of Partnership scope)	Swansea Council & Gower Brewery	Catering Services Commissioned under a separate agreement
Ground Floor Entrance – box office	Swansea Council	Ticket sales
Floor 1: Digital HUB and hot desking room Race Council Cymru Office Meeting Room A	Race Council Cymru	office and hot desking spaces
Floor 1 – Grand Theatre Office (former freezer room)	Race Council Cymru & Swansea Council	Room hire
Floor 2: African Community Centre office Chinese in Wales Association office Meeting Room B	Race Council Cymru	community office spaces and counselling
Floor 3 – Community kitchen and Meeting Room C	Race Council Cymru	Community cooking and counselling
Floor 3 – Studio theatre and rear studio	Race Council Cymru & Swansea Council	joint performance programming & all event will be Ticket sold through Spektrix
Floor 3 – Ethnic Café / bar & commercial kitchen	A separate agreement to be procured by Race Council Cymru	Catering supplier to RCC with commission paid to Swansea Council for space hire

1.3.2 The Partnership will allow full community and visitor access to and participation in the activities above. Race Council Cymru shall comply with the requirements of the Equality Act 2010, the Public Sector Equality Duty (Wales), Human Rights Act 1998, Modern Slavery Act 2015, the Bribery Act 2010, Well-Being of Future Generations (Wales) Act 2015, the Welsh Language (Wales) Measure 2011 Freedom of Information Act 2000, Data Protection Act 2018 and the General Data Protection Regulation 2016/679 and any other relevant Legislation applicable to the Authority.

Core Aims

- 1.4 Core objectives of the partnership is to create a centrally located home venue that:
- Supports the development of partnerships which strengthen the cohesion of diverse BAME grassroots communities living in and around the City and County of Swansea.
 - Supports better engagement between BAME grassroots communities, local authority and service providers, promoting understanding and clear lines of communication.

- c) Encourages community involvement in activities that support Arts, culture, heritage, health and wellbeing and prevent of isolation.
- d) To establish and manage a digital IT Hub to meet the learning and access needs of grassroots communities and the wider Swansea residents.
- e) Provides venue space for grassroots communities to develop activities and events to support their needs.
- f) To build a resilient creative programme of events and activities which become financially sustainable within a 5-year period.

Part 1B – Annual Performance Requirements

- The Authority's Outcomes shall be assessed annually

1.5 Authority's Outcomes

Required Outcome

- 1.5.1 Race Council Cymru must ensure that its programming, pricing, policies, marketing and training are focused across all floors and support the Authority in achieving the desired outcome of providing:

“High quality, affordable and inspirational experiences promoting the best of Swansea’s culture”

It shall support and work in partnership with the Authority and local tourism partners to support this aim.

Performance Standards

- 1.5.2 Race Council Cymru will be required to contribute towards the achievement of the required Partnership outcomes:
- A reputation as a City of Culture and a high quality visitor destination accessible to all;
 - Improved customer satisfaction;
 - A thriving cultural economy with diversified income streams;
 - Enterprising teams developing efficient business plans; increasing income and managing partnerships well.
- 1.5.3 Race Council Cymru shall submit the following annual performance measures to the Authority in order to demonstrate achievement of the Partnership outcomes:
- Annual Business Plan, outlining:
 - service delivery proposals,
 - key market segments,
 - workforce development,
 - marketing & publicity,
 - creative programme
 - education and outreach work,
 - partnership engagement,
 - Projected visitor numbers and historic trend analysis.
 - Customer survey report, setting out findings and actions to be taken following completion of an annual customer survey.

- 1.5.4 During the first Contract Year both parties shall meet and, using the list above, develop and agree any specific KPIs to be captured as part of the Annual Business Plan, for example visitor numbers.

Reporting Requirements

- 1.5.5 Race Council Cymru must provide the Annual Business Plan and Customer Survey Report that provides qualitative and quantitative evidence of how Race Council Cymru has and will contribute to the achievement of the Authority's Outcomes set out above. This should be supported by any relevant development and action plans. The reports must be provided within one month of the start of the second Contract Year and annually thereafter.
- 1.5.6 The completed reports will enable both parties to effectively monitor performance against achievement of the Authority's Outcomes.

Part 1C – Service Performance Requirements

There are five elements to the Service Performance Requirements for the Partnership:

- Customer Service
- Catering
- Marketing
- Creative programme
- Reporting
 - Marketing and Publicity
 - Major Incident Reporting
 - Financial
 - Other Reporting.

1.13 Customer Service

Required Outcome

- 1.13.1 Race Council Cymru working with the Authority shall provide a comprehensive customer service charter, which provides that Visitors shall be dealt with promptly, effectively and courteously at all, times.

Performance Standards

- 1.13.2 Race Council Cymru working with the Authority shall ensure a high level of customer care so that all Visitors receive a high quality and memorable experience at the HUB. The level of customer care shall be reflective of Good Industry Practice and provide a level of customer service that will facilitate achievement of the Authority's Outcomes.
- 1.13.3 Race Council Cymru working with the Authority shall meet the following customer care requirements:
- A customer care policy exists, is freely available to the public and is implemented
 - All groups (including those with disabilities) have easy access and equal opportunities

- Staff in all areas respond positively to enquiries and sales opportunities
- Staff are helpful and pleasant
- Staff at all levels are empowered to resolve Visitor complaints
- Procedures are in place for dealing with difficult/ unusual Visitor requests
- A clear customer charter is displayed
- A complaints procedure exists
- Customer information is readily available
- All staff are trained in customer care.

- 1.13.4 Race Council Cymru working with the Authority shall operate and administer a comprehensive and effective Visitor comments and feedback system, to encourage feedback and record verbal and written comments. The Race Council Cymru shall set out how it intends to respond to comments and feedback, and shall use mystery visit exercises, staff representation on committees and the use of Visitor and non-Visitor surveys. The Race Council Cymru shall ensure that a unique reference number is attached to each written/verbal comment or complaint so that the action taken in relation to a specific comment or complaint can be tracked.
- 1.13.5 Race Council Cymru working with the Authority shall ensure that all Visitor complaints and comments are dealt with in accordance with the Authority's Customer Service Guidelines 'the Swansea Standard' and ensure that a full response will be sent within ten clear working days.
- 1.13.6 Race Council Cymru working with the Authority shall support the Authority with additional consultation relating to customer service from time to time.
- 1.13.7 Race Council Cymru working with the Authority shall ensure a smart appearance by all staff at all times, (with appropriate uniform and name badges being worn when required).
- 1.13.8 Race Council Cymru working with the Authority shall ensure that staffing levels are appropriate to meet the demands of the participation / usage patterns to ensure high standards of customer service.
- 1.13.9 Race Council Cymru working with the Authority shall provide training in customer service as part of its new staff induction and ongoing refresher training.
- 1.13.10 Race Council Cymru working with the Authority shall keep notice and display boards updated at all times.
- 1.13.11 Race Council Cymru working with the Authority shall provide at all times information to the public on the availability of activities and events conducted by the Race Council Cymru and the Authority.
- 1.13.12 Race Council Cymru working with the Authority shall operate an effective system for dealing with lost and found property.
- 1.13.13 Race Council Cymru working with the Authority shall carry out a detailed Visitor satisfaction survey at the end of the first Contract Year. The format and content of the survey shall be agreed in advance with the Authority and results reported fully to the Authority within two weeks of receiving the survey findings together with a proposed action plan for agreement by the Authority.
- 1.13.14 Race Council Cymru working with the Authority shall ensure that details and records of all complaints, comments, forums and surveys are maintained including the date and time of each along with the response of the Race Council Cymru.

Reporting Requirements

Race Council Cymru shall ensure that a report on the progress against the quarterly customer service feedback questionnaire and any failure to deliver the Performance Standards set out above is submitted as part of the Quarterly Performance Monitoring Report.

1.14 Catering

Required outcome

Race Council Cymru will procure a catering contract for floor 3 rooftop. A Commission to be paid to Swansea Council for hire of the space. The caterer shall achieve a five star under the food rating scheme.

Performance standards

- All food must meet UK Food Safety Standards and all relevant legislation
- The Evaluation panel to award the Ethnic Kitchen caterer shall include CCS
- Sale or use of intoxication liquor by arrangement with CCS and Licencing Authorities
- The Council Staff and agents shall be entitled to inspect the equipment and all areas, which are used for purpose of providing catering services
- Customer feedback surveys shall be undertaken on a monthly basis

Reporting Requirements

Race Council Cymru shall ensure that a report on the progress of achieving a food rating standard of 5 star is submitted to the Authority on a quarterly basis and any failure to deliver the Performance Standards set out above should be submitted as part of the Quarterly Performance Monitoring Report.

1.19 Marketing and Publicity

Required Outcome

- 1.19.1 Race Council Cymru working with Grand Theatre Marketing shall ensure that the Partnership marketing and publicity are managed in a way that promotes and enhances the reputation of the City and County of Swansea as well as the Race Council Cymru. Adhering to all relevant Legislation and Acts, including but not limited to the Welsh Language Act 2016 and Equality Act 2010.

Performance Standards

- 1.19.2 Race Council Cymru with support from the Swansea Council provided marketing role shall prepare a detailed Marketing Plan as set out below.
- 1.19.3 Race Council Cymru shall develop a Marketing Plan for the HUB and its services to ensure that Visitors and potential Visitors are made aware of the range of services being offered, and that they are encouraged to use and re-use the services.

1.19.4 Race Council Cymru shall ensure that included in the Marketing Plan are details of the Race Council Cymru's operational proposals for any catering services.

1.19.5 Race Council Cymru shall ensure that the Marketing Plan covers the following areas:

- A communications plan
- A 'situation analysis' which includes the following criteria:
 - Visitor (current and potential)
 - market potential
 - market share
 - competitive activity
 - product analysis - pricing policy
 - Promotion analysis.
- An event promotions strategy (covering media/ Visitors/ events/ ticketing/ partnerships etc. at local, regional level)
- Develops a promotional strategy for the HUB as a destination and brand

The plan must:

- Show how Race Council Cymru shall work with the Authority to minimise subsidies through innovative revenue generation.
- Set out a strategy which Race Council Cymru will follow to meet the objectives set out in the Marketing Plan
- Detail the actions that Race Council Cymru will take as a result over the course of the year
- Describe the evaluation methods Race Council Cymru will use to determine whether the Marketing Plan's objectives are being met and to review the strategy, tactics and actions being followed.

Race Council shall ensure that the Marketing Plan is submitted to the Authority for its approval within three months of the Commencement Date and, annually thereafter, by 31st March prior to implementation the following Contract Year to demonstrate how the targets will be achieved.

1.19.6 Race Council Cymru shall ensure that the design principles used in the production of marketing materials and signage abide with the Authority brand guidelines prior to use.

1.19.7 Race Council Cymru shall ensure that consideration is given to uniformity of branding, for example, colour schemes, designs and styling.

1.19.8 Race Council Cymru shall ensure that the GRAND Multicultural HUB is promoted as a partnership project with City and County of Swansea. The Race Council Cymru shall ensure that the Authority is recognised in marketing material and signage.

1.19.10 Race council Cymru must demonstrate how Visitors will be able to identify staff members on duty.

- 1.19.11 Should the Race Council Cymru wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing by the Authority and in particular before the third party's name can be displayed in the HUB.
- 1.19.12 Race Council Cymru shall ensure that all standards laid down by the Advertising Standards Authority are adhered to at all times and that publicity conforms to all relevant Legislation, including the Equality Act 2010 and the Public Sector Equality Duty (Wales) on behalf of the Authority.
- 1.19.13 Race Council Cymru may, with the Authority's prior written approval, sell a limited amount of advertising space within the HUB on an income share basis. Race Council Cymru shall not negotiate any agreement with any third party beyond the Expiry Date of the Agreement.
- 1.19.14 If organisations who are sponsored by another organisation which the Authority considers to be inappropriate, wish to hire the HUB, Race Council Cymru will obtain permission in writing from the Cultural Services Grand Theatre Manager (via Artifax) before confirmation of the booking to the hiring organisation and their sponsors.
- 1.19.15 Race Council Cymru shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or causes embarrassment to the Authority is used. The Authority retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the Race Council Cymru shall remove such material immediately. The Authority accepts no responsibility for any loss incurred because of the removal of such material.
- 1.19.16 Any potential sponsorship or initiatives the Race Council Cymru may wish to enter into must be authorised by the Authority in writing.
- 1.19.17 The Race Council Cymru shall ensure that for all media work (including all filming) all necessary permissions are gained from individuals involved or, where minors are concerned, from their parents or guardians (especially where filming or photography is involved).
- 1.19.18 Race Council Cymru shall submit a forward plan of media opportunities to the Authority's Cultural Services Grand Theatre Marketing Team as part of the annual Marketing Plan and shall provide updates to this as part of the Quarterly Performance Monitoring Report.
- 1.19.19 Race Council Cymru shall ensure that any event, which may negatively affect the reputation of the Authority, is reported to the Authority as soon as practically possible. Any statements issued to the media must be agreed approved by the Authority in accordance with clause 76 (Public Relations and Publicity) of this Agreement.
- 1.19.20 Race Council Cymru shall ensure that compliance with the Marketing Plan is assessed annually.

Reporting Requirements

- 1.19.21 Race Council Cymru shall ensure that a report on progress against the Marketing Plan and any failure to deliver the Performance Standards set out above should be submitted as part of the Quarterly Performance Monitoring Report.

Creative Programming - ground floor entrance performance area and floor 3 studio theatre

Race Council Cymru working in a programming role, funded by Swansea Council and in partnership with the Grand Theatre shall develop an artistic programme for the Ground Floor performance space and Studio Theatre where artists can take creative risks and try out new ideas to an understanding audience that are willing to buy into the work, building audiences from broader background. The Programme will be a range of Professional touring work from diverse companies. Ensuring that the appropriate producer/agent contracts are agreed and an appropriate funding Strategy and plan are agreed.

Required outcome

Producer/agent contracts to be in place for each show prior to each performance.
Race Council Cymru and Swansea Council to review the Pricing Strategy and Financial Model to ensure the financial sustainability of the GRAND Multicultural HUB as agreed at the Programme Board.

Race Council Cymru to develop a Funding Strategy and plan with Community groups to ensure the financial sustainability of the creative programming and events to be agreed at the Programme Board.

Performance Standards

- Financial forecasting of all deals including all costs to be completed before contract signing with producer/agent/creative/freelancer.
- Pricing Strategy outlining the charges and costs to ensure fair and transparent ticket pricing quarterly.
- Funding Strategy outlining likely income sources, fundraising methods, resources and what budget is available quarterly.

Reporting Requirements

- Reporting quarterly to plan the programme to the Programming Group, which shall consist of the RCC Creative Director, Grand Theatre Manager and a cross section of local artist's.
- Reporting quarterly on funding plans and financial performance to the Hub Management Committee
- Reporting quarterly on producer/agent contract performance to the Hub Management Committee

1.19b Major Incident Reporting

Required Outcome

1.19.22 Race Council Cymru shall ensure that the Authority is aware of all major incidents. A major incident includes major accidents or incidents such as fatalities, severe injury, assault on Visitors or staff, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, industrial action, closure or any other issue likely to be of interest or concern to the Authority and Visitors.

Performance Standards

1.19.23 The Race Council Cymru shall ensure that if there is a major incident, the procedure set out below is followed. The objectives of this procedure are to:

- Reassure the public
- Ensure the Authority is fully briefed on the incident
- Ensure that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
- Minimise the likelihood of a repeat incident
- Enable the Authority to respond competently to enquiries.

1.19.24 Race Council Cymru shall ensure that records of all major incidents accidents and actions taken are available for inspection.

1.19.25 Race Council Cymru shall ensure that all major incidents at the HUB are reported to the Authority's Representative by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email or fax within 24 hours of the incident.

1.19.26 Race Council Cymru shall ensure that in the event of an incident relating to security, severe injury as defined by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 2013) or death or any other Emergency occurring at the Culture and Digital Hub, the incident is reported to the Authority's Representative by telephone at the earliest opportunity (and within no more than one hour), followed by a full report by email or fax within 24 hours of the incident.

1.19.27 severe injuries as defined by RIDDOR include:

- Fractures other than fingers, thumbs or toes
- Amputation
- Dislocation of the shoulder, hip, knee or spine
- Loss of sight (temporary or permanent)
- Chemical or hot metal to the eye or any other penetrating injury to the eye
- Injury resulting from an electric shock or electrical burn leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat-induced illness or unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Unconsciousness caused by asphyxia or exposure to a harmful substance or Biological agent
- Acute illness requiring medical treatment or loss of consciousness arising from absorption of any substance by inhalation, ingestion or through the skin
- Acute illness requiring medical treatment where there is reason to believe this resulted from exposure to a biological agent or toxins or infected material.

1.19.28 Race Council Cymru will implement a Business Continuity Plan to be able to respond to an emergency affecting their ability to operate the HUB (e.g. major incident, staff sickness/utility failure/physical damage/weather).

Reporting Requirements

1.19.29 Race Council Cymru shall maintain an up to date log of all major incidents and severe injuries as defined by RIDDOR and their response to them.

1.19.30 Race Council Cymru shall ensure that within three days following any emergency, a full account of the actions taken and the implications for future training are provided by the Race Council Cymru to the Authority's Representative. In the event of the Authority or its insurers

wishing to undertake an investigation, then the Race Council Cymru shall fully comply with any reasonable requests for information of staff attendance at such an inquiry.

- 1.19.31 Race Council Cymru shall provide a summary of all accidents and incidents occurring at the GRAND Multicultural HUB as part of the quarterly Major Accidents and Incidents Report. Race Council Cymru shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above should be included as part of the Quarterly Performance Monitoring Report.

Financial

Required Outcome

Race Council Cymru working with the Authority shall monitor the monthly ticket sales, programming funding and hire income (where they have full access to sales information), during each quarter to ensure that they remain on target to achieve their projected sales target in accordance with the Financial Model at Schedule 11.

Performance Standards

Race Council Cymru shall inform the Authority where monthly income indicate that the projected sales target may not be met. This shall be done on a quarterly basis with an outline of the mitigating measures being taken by Race Council Cymru to bring the monthly income back on target.

Reporting Requirements

Race Council Cymru working with the Authority shall produce a quarterly income and expenditure report outlining the monthly ticket sales, (where they have access to the necessary information) which shall include a breakdown of types of ticket prices. A forecast report for the following quarter shall also be produced at the end of each quarter.

1.19c Other Reporting

Required Outcome

- 1.19.32 Race Council Cymru shall provide the reports as required by this Agreement and this Services Specification.

Performance Standards & Reporting Requirements

- 1.19.33 Race Council Cymru working with the Authority shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery. Race Council Cymru shall provide one overall Race Council Cymru's Representative to be its authorised representative for the HUB operated on behalf of the Authority. Race Council Cymru Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services.
- 1.19.34 Race Council Cymru Representative shall attend quarterly meetings with the Authority's Representative in order to discuss the reports and plans outlined below.
- 1.19.35 Reporting on Race Council Cymru performance shall primarily be through the Quarterly Performance Monitoring Report.

1.19.36 Race Council Cymru working with the Authority is required to submit the Quarterly Performance Monitoring Report within fifteen Business Days of the end of each period of the Contract Quarter and this shall contain details of any failures to maintain the Performance Standards as set out in this Services Specification and must include the following contents as a minimum:

- Performance Summary and level of Performance Adjustments
- Programme income progress
- Customer Complaints and Feedback Summary
- Major Accidents and Incidents Report
- Visitor Data
- Marketing Plan Progress Report.

1.19.37 The Quarterly Performance Monitoring Report shall be concise and provide a maximum one-page summary on each of the areas identified above. Race Council Cymru working with the Authority shall also assess performance against the Performance Standards within this Services Specification and include a completed Performance Standard Assessment as an appendix to the Performance Monitoring Report on a quarterly basis.

1.19.38 The Annual Service Report shall, as a minimum, provide a summary of the results and recommendations set out in all the reports outlined above and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year. The Annual Service Report should be provided to the Authority within one month of the second Contract Year and annually thereafter.

1.19.39 The plans / programmes listed below are to be submitted by Race Council Cymru working with the Authority to the Authority by the specified date.

Plan Title	Frequency	Submission Date
Business Plan	Annual	Within one month of the start of the second Contract Year and annually thereafter
Customer Survey Report	Annual	Within one month of the start of the second Contract Year and annually thereafter
Schedule of Creative Programme	Annual	Within three (3) months of the Commencement Date and two months prior to each subsequent Contract Year
Marketing Plan	Annual	Within three (3) months of the Commencement Date and by 31st March of each subsequent Contract Year
Pricing Schedule	Annual	Within three (3) months of the Commencement Date and by 31st March of each subsequent Contract Year
Funding Strategy	Annual	Within three (3) months of the Commencement Date and by 31st March of each subsequent Contract Year

Proposals for Minimum Opening Hours	Annual (if required)	Within three (3) months of the Commencement Date and by 31st March of each subsequent Contract Year
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1.19.40 Without prejudice to any other reporting requirements specified within this Agreement, the reports listed below are to be submitted by Race Council Cymru working with the Authority to the Authority by the specified date.

Report Title	Frequency	Submission Date
Quarterly Performance Monitoring Report	Quarterly	Within ten (10) Business Days of the end of each period of the Contract Quarter
Licenses and Legislation Compliance Report	Annual	Within one (1) month following the start of each Contract Year

Part 1D – Performance Requirements

The following issues are covered under the HUB Performance Requirements:

- Pricing Requirements
- Opening Hours
- Activity Programming
- Health and Safety Management
- Equipment
- Access
- Legislation and Policy
- Staffing

1.20 Pricing Requirements

Required Outcome

1.20.1 Race Council Cymru will have freedom to set prices for all activities and admissions, however, consideration should be given to ensuring continued access on a value for money basis for local schools and education establishments. Prices should be set based on evidence of pricing at other local visitor attractions, in order to encourage growth in visitors to Swansea.

Performance Standards

1.20.2 Race Council Cymru may set its agreed hire prices for charitable and commercial rates with the Council.

1.20.3 Race Council Cymru shall consider offering Cultural Services Membership Scheme to encourage visits from local communities.

1.20.5 Race Council Cymru shall offer discount to concession Visitors as currently offered.

1.20.6 Race Council Cymru must provide evidence and sound business reasons to support pricing proposals including market research and benchmark comparisons both locally and nationally.

1.20.7 No charges shall be collected by Race Council Cymru in respect of services extending beyond the Contract Period other than those authorised by the Authority Representative during the last year of the Contract Period.

1.20.8 Race Council Cymru working with the Authority shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

Reporting Requirements

1.20.9 Race Council Cymru working with the Authority must provide updated visitor pricing annually to the HUB Management Committee (HMC) no later than 31st March, prior to implementation the following Contract Year (the "**Pricing Schedule**").

1.20.10 Race Council Cymru must submit details of any failure to achieve the required Performance Standards as set out above, as part of the Quarterly Performance Monitoring Report.

1.21 Opening Hours

Required Outcome

1.21.1 The HUB shall be accessible during the "Minimum Opening Hours". The Minimum Opening Hours are defined in Appendix 1 of this Schedule.

Performance Standards

1.21.2 The HUB must be available for public use during the Minimum Opening Hours.

1.21.3 The Authority, in advance of any changes being implemented, must agree in writing any variations to the Minimum Opening Hours.

1.21.4 Race Council Cymru shall advertise all opening times on the HUB website.

1.21.5 Where appropriate Race Council Cymru shall agree with the Authority closures of the HUB, or any element therein, for the purposes of maintenance, in accordance with the agreed Schedule of Programmed Maintenance.

Reporting Requirements

1.21.9 Race Council Cymru may submit proposals for any changes to the Minimum Opening Hours to the Authority for approval by the Authority prior to implementation.

1.21.10 Race Council Cymru shall record all periods when conditions make the HUB and/or part thereof unsuitable for use.

1.22 Activity Programming Studio and Ground Floor Performance Area

1.22a Programmes of Use

Required Outcome

1.22.1 The Programmes of Use should be dynamic, innovative and responsive to the requirements of visitors, including frequent or seasonal variations and target new Visitors as appropriate. The programmes should consider the various types of visitor and use.

Performance Standards

1.22.2 Race Council Cymru working with the Authority shall develop Programmes of Use that are dynamic, innovative and responsive to the requirements of Visitors, including frequent or seasonal variations and target new Visitors as appropriate. The programmes should consider the various types of Visitor and use.

1.22.4 Race Council Cymru working with the Authority shall review the effectiveness of the Programmes of Use on a regular basis, but in any event as a minimum every 12 months using market information and through consultation with relevant Visitors.

1.22.5 Race Council Cymru and the Authority shall work together to ensure that the Programmes of Use reflects the changing needs of the Visitors. The programmes should evolve with changing needs and aspirations of Visitors and the Race Council Cymru must therefore work to identify new opportunities and discuss these with the Authority.

- 1.22.6 Race Council Cymru shall use the Authority online hire system Artifax for all hire and programming activities
- 1.22.7 Race Council Cymru shall honour any special events already confirmed prior to the Commencement Date.
- 1.22.8 Race Council Cymru shall take special event bookings for the use of rooms and Services for up to twelve months beyond the Termination or Expiry Date (whichever is earlier) but any fees collected for such bookings must be remitted to the Authority upon the Termination or Expiry Date (whichever is earlier).

Reporting Requirements

- 1.22.9 A "Programme of Use Progress Update" must be provided to the Authority on a quarterly basis as part of the Quarterly Performance Monitoring Report.
- 1.22.9 As part of the Quarterly Performance Monitoring Report, Race Council Cymru shall submit details of any failure to honour events, functions and hire arrangements, which are pre-booked at the commencement of this Agreement.
- 1.22.10 Race Council Cymru working with the Authority shall maintain a record concerning actual use of all of the events and activities and shall submit details on to the Authority's Hire System (Artifax) of the outcome of programming reviews, activity usage, and of any failure to provide any of the specified Performance Standards, activities or sessions as part of the Quarterly Performance Monitoring Report.

1.22b Booking Systems

Required Outcome

- 1.22.11 The Authority requires that ticket bookings can be made in person, by phone, in writing and online via Spektrix (Authority's Booking System) and Cultural Service Grand Theatre Website.

Performance Standards

- 1.22.12 Race Council Cymru working with the Authority shall operate a booking service for general admissions and special events.

Reporting Requirements

- 1.22.13 Race Council Cymru shall submit details of any failure to implement the required booking system as part of the Quarterly Performance Monitoring Report.
- 1.22.14 Race Council Cymru shall comply with and shall provide details of its compliance with PCI DSS standards for credit and debit card payment handling.

1.23 Health and Safety Management

Required Outcome

1.23.1 Race Council Cymru shall comply with all health and safety Legislation and shall produce, maintain and comply with a "Health and Safety Procedures Manual". This shall be available for inspection by the Authority's Representative or other authorised persons at any time.

Performance Standards

1.23.2 Race Council Cymru shall comply with all health and safety Legislation, including relevant guidance with regards to animal welfare from the British & Irish Association of Zoos and Aquariums.

1.23.3 Race Council Cymru working with the Authority shall carry out annual risk assessments for the HUB, which will be included in the Health and Safety Procedures Manual.

1.23.4 Race Council Cymru working with the Authority shall carry out risk assessments and revise them:

- If there is an accident or incident where a change is required to prevent a recurrence
- If a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
- Before and after a new item of equipment is purchased
- If a change to the building or premises is planned where new / revised, arrangements for its safe use will be needed.

1.23.5 Race Council Cymru working with the Authority shall provide safe working procedures for all activities, equipment, cleaning and rigging undertaken by staff.

1.23.6 Race Council Cymru shall ensure that all staff, agents or suppliers who may be required to enter the HUB are fully aware of all relevant rules and procedures concerning health In addition, safety at work and fire risk and precautions. This includes the relevant sections of a COSHH assessment and the regular recording and "signing-in" of sub-Race Council Cymru's permit to work system.

1.23.7 Race Council Cymru working with the Authority shall ensure that any surface water and other liquid spillage within internal areas causing dangerous floor surfaces is dealt with immediately upon identification of the problem and signed appropriately.

1.23.8 Race Council Cymru working with the Authority shall physically check the First Aid equipment and supplies weekly and shall ensure that a record of such checks is available for inspection by the Authority. The Race Council Cymru working with the Authority shall provide and maintain defibrillators to the same standard of rigour. The Race Council Cymru shall ensure that the HUB have a minimum of one trained First Aider on Site at any time.

1.23.9 Race Council Cymru working with the Authority shall identify a member of staff as the "Health and Safety Competent Person" and shall ensure that they receive full first aid training as appropriate for the responsibility. This training shall include holding a valid certificate of

competence in First Aid at Work (FAW) or Emergency First Aid at Work (EFAW), obtained from a training organisation approved by the Health and Safety Executive.

- 1.23.10 Race Council Cymru working with the Authority shall display the names of the appointed first aiders in a prominent position on the wall in the reception area at HUB.
- 1.23.11 Race Council Cymru shall maintain a record of all training undertaken by staff with respect to health and safety training.
- 1.23.12 Race Council Cymru working with the Authority shall include health and safety training in the new staff induction programme.
- 1.23.13 Race Council Cymru working with the Authority shall ensure that all signs relating to exits and fire exits are to the standards required by health and safety Legislation and the requirements of Fire and Licensing Officers in respect both of general operation and special and entertainment events.
- 1.23.14 Race Council Cymru working with the Authority shall ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. Race Council Cymru shall keep full records of all relevant training.
- 1.23.15 Race Council Cymru with the Authority shall at all times ensure compliance with maximum occupation levels for the HUB as stipulated in the Fire Risk Assessment and/or Public Entertainments Licence.
- 1.23.16 Race Council Cymru working with the Authority shall monitor safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity/ activities taking place.
- 1.23.17 Race Council Cymru working with the Authority shall control public throughout the HUB to a level, which does not jeopardise the safety of Visitors, reduce hygiene standards or compromise the provision of a quality service.
- 1.23.18 Race Council Cymru shall ensure that all catering services provided by the Race Council Cymru are in accordance with the Food Safety Act 1990 and the regulations and orders made thereunder and with particular regard to any existing Food Hygiene Orders.
- 1.23.19 Race Council Cymru shall maintain comprehensive records of:
 - All accidents and incidents involving staff, members of the public and Race Council Cymru
 - Evacuations and incidents occurring at the premises
 - Reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
- 1.23.20 Race Council Cymru shall ensure that any RIDDOR reportable incident is reported to the Authority within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided within 24 hours. All Employee accident records to be kept for 7 years and non-employee for up to the injured parties 21st Birthday.

- 1.23.21 Race Council Cymru shall ensure that these records include details of any relevant actions taken/to be taken and shall be available to the Authority at any time.
- 1.23.22 Race Council Cymru working with the Authority shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place.
- 1.23.23 Race Council Cymru working with the Authority shall ensure compliance with the conditions of the Fire and Electrical Certificates.
- 1.23.24 Race Council Cymru shall ensure that only authorised personnel are permitted in non-public areas of the HUB, such as plant areas, staff rooms, ticket offices etc. Clearly visible signs shall be displayed to this effect.
- 1.23.25 Race Council Cymru shall enforce the Legislation relating to smoking in public places.

Reporting Requirements

- 1.23.26 Race Council Cymru shall report details of any accidents, incidents and evacuations reportable under the RIDDOR regulations to the Authority and any other required organisation (i.e. the Health and safety Executive (HSE)) within the time restraints prescribed by the regulations. Race Council Cymru ensure that records of accidents and actions taken are to be made available for inspection by the Authority.
- 1.23.27 Race Council Cymru shall provide a summary of all accidents and incidents occurring at the HUB as part of the Major Accidents and Incident report.
- 1.23.28 Race Council Cymru shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Performance Monitoring Report.

1.24 Equipment

Required Outcome

- 1.24.1 Equipment must be available in a safe state of repair and capable of being used for the relevant activity that it is designed for.

Performance Standards

- 1.24.2 Race Council Cymru working with the Authority shall provide the level of equipment and materials required to deliver the Services in accordance with Schedule 12 of this Agreement and Race Council Cymru shall be responsible for this equipment and materials in the delivery of Services.
- 1.24.3 Race Council Cymru working with the Authority shall ensure that all equipment provided as set out in Schedule 12 is fit for the purpose, safe and is maintained to a safe standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations.
- 1.24.4 Race Council Cymru working with the Authority confirms that the equipment listed in the Equipment Inventory set out in Schedule 12 is sufficient to enable the Contract to deliver the Services set out in this Services Specification.

- 1.24.5 Race Council Cymru working with the Authority shall ensure that the Equipment Inventory belonging to the Swansea Council is updated on a regular basis to reflect any replaced equipment and to identify any new or written off equipment. Race Council Cymru working with the Authority shall provide a revised Equipment Inventory to the Authority within three months following the Commencement Date and on an annual basis within one month following each subsequent Contract Year.
- 1.24.6 Race Council Cymru working with the Authority shall ensure that all equipment and materials shall comply with relevant international and industry standards and British and European Standards and shall be limited to the use it was designed for, as specified within the manufacturer's or supplier's guidelines and /or operating manuals.
- 1.24.7 Race Council Cymru working with the Authority shall ensure that any item of equipment that, at any time, is found to be defective or has failed and so poses a hazard is immediately withdrawn from service. The Race Council Cymru shall make it secure and ensure it cannot inadvertently be used.
- 1.24.8 Race Council Cymru working with the Authority shall test all portable electrical appliances at a suitable frequency to ensure compliance with the Electricity at Work Regulations and shall maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection by the Authority.
- 1.24.9 Race Council Cymru shall ensure that all equipment to be used by the public is regularly inspected for safety with appropriate records kept. Race Council Cymru shall ensure that all equipment receives an annual inspection and service from a recognised supplier. In addition to this independent assessment, Race Council Cymru shall ensure that internal tests and inspections are carried out on a regular basis throughout each Contract Year.
- 1.24.10 Race Council Cymru shall ensure that all areas of the HUB have equipment provided in accordance with the following standards:
- Sufficient suitable equipment for the activity programmed
 - Suitable arrangements for hearing and sight impaired clients
- 1.24.11 Race Council Cymru shall not introduce any additional coin-operated equipment (in addition to all items identified in Schedule 12), including gaming and amusement machines, to the HUB.

Reporting Requirements

- 1.24.12 Race Council Cymru shall provide an updated form of the details included in Schedule 12 (the "Equipment Inventory") to the Authority within three months of the Commencement Date and, annually thereafter, within one month of the commencement of each Contract Year.
- 1.24.13 Appropriate records shall be maintained and updated at all times by Race Council Cymru detailing all relevant inventories, losses or disposals, repairs and replacements throughout the course of this Agreement.
- 1.24.14 Race Council Cymru shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Quarterly Performance Monitoring Report.

1.25 Access

Required Outcome

- 1.25.1 The Cultural & Digital HUB, and all public Zones within the Facility, must be accessible by all Visitors at all times, during the Opening Hours.

Performance Standards

- 1.25.2 Race Council Cymru shall ensure that the HUB and, including the buildings or any entrances, doorways, halls, lobbies, reception areas, unloading bays, corridors, lifts and staircases are open and free from any obstruction or physical destruction or deterioration (save for fair wear and tear).
- 1.25.3 The HUB should be accessible by wheelchair Visitors and sight impaired Visitors.
- 1.25.4 Race Council Cymru shall ensure that all signage within the HUB is clear and instructive and complies with health and safety guidelines and the Equality Act 2010 (e.g. Braille), the Public Sector Equality Duty (Wales) on behalf of the Authority and any relevant planning restrictions.

Reporting Requirements

- 1.25.5 Race Council Cymru shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Monitoring Report.

1.26 Legislation and Policy

Required Outcome

Race Council Cymru shall comply with the requirements of the Equality Act 2010, the Public Sector Equality Duty (Wales), Human Rights Act 1998, Modern Slavery Act 2015, the Bribery Act 2010, Well-Being of Future Generations (Wales) Act 2015, the Welsh Language (Wales) Measure 2011 Freedom of Information Act 2000, Data Protection Act 2018 and the General Data Protection Regulation 2016/679; on behalf of the Authority and any other relevant Legislation applicable to the Authority.

Race Council Cymru shall comply with the Authority's Cultural Services Pledge on Diversity. Swansea Council Health & Safety Policy; Fire Safety Policy, Corporate Guest WiFi Policy.

Performance Standards

- 1.26.1 Race Council Cymru shall ensure that there are no breaches of Legislation, including without limitation, that in respect of health and safety, data protection, child protection and the Equality Act 2010.
- 1.26.2 Race Council Cymru shall operate an "Equality Policy" and conduct regular Equality Impact Assessments covering all changes to policies, activities and events.
- 1.26.3 Race Council Cymru working with the Authority shall ensure that all employees and supervisory staff have a working knowledge of the Legislation, Regulations and relevant guidelines.

1.26.4 In particular, Race Council Cymru shall ensure that:

- All agents or suppliers who may be required to enter the HUB are fully aware of all relevant rules and procedures concerning the health and safety regime and fire risk and precautions
- All surface water and other liquid spillage within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and signed appropriately
- The first aid equipment and supplies, including signage for first aid provision, is physically checked weekly and a record is made which is available for inspection by the Authority
- Hazardous materials or equipment at the HUB, which are to be used in the provision of the Services, is kept under proper control and safekeeping. The hazardous materials or equipment are properly and clearly labelled on their containers and comply with the relevant COSHH regulations
- It undertakes, at its own cost, its own risk assessments and associated training
- It keeps records of accidents and actions taken and these are to be made available for inspection by the Authority
- There is a full and comprehensive fire and evacuation procedure.

1.26.5 The Race Council Cymru shall comply with all relevant Authority Policies as notified to the Race Council Cymru from time to time in accordance with this Agreement.

Reporting Requirements

1.26.6 Race Council Cymru working with the Authority shall ensure that a copy of all the Legislation, Regulations and guidelines (or an appropriate abbreviation of Legislation containing all relevant clauses and sections) must be available for inspection at all time by the Authority's Representative.

1.26.7 Race Council Cymru shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Monitoring Report.

1.34 Staffing

Required Outcome

1.34.1 The HUB must have sufficient and suitably trained and qualified staff to provide the services required by this Services Specification and all relevant Legislation, including relating to the care of animals.

Performance Standards

1.34.2 Race council Cymru working with the Authority shall ensure that as a minimum, staffing levels are appropriate to the size of the HUB, the activity and delivered by suitably trained and qualified personnel.

- 1.34.3 Race Council Cymru working with the Authority shall provide a list of named staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.
- 1.34.4 Race Council Cymru must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement in relation to all staff employed in relation to the provision of Services. The Race Council Cymru must ensure that all newly appointed staff meet these requirements prior to employment / engagement commencing.
- 1.34.5 Race Council Cymru shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment Legislation including equal opportunities, the EU Working Time Regulations and the national minimum or living wage, if the living wage applies.
- 1.34.6 Race Council Cymru shall be entirely responsible for the employment and conditions of service of its employees and shall implement a scheme for the continued assessment and development of staff.

Reporting Requirements

- 1.34.7 Race Council Cymru shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Monitoring Report.

Appendix 1 - Minimum Opening Hours

<i>Culture and Digital Hub</i>	<i>Days</i>	<i>Minimum Opening Hours</i>
GRAND Multicultural HUB (HUB)	Monday to Saturday	9am – 10pm

Appendix 2 – Cultural Services Diversity Pledge

Appendix 3 - Swansea Council Health & Safety Policy;

Appendix 4 - Fire Safety Policy

Appendix 5 - Corporate Guest WiFi Policy

Swansea's Pledge for Diversity in Cultural Services

Our Pledge, to the residents and visitors of Swansea, is to deliver Cultural Services which acknowledge and embrace the diversity of the City. It will be a service which respects the traditions of the city, whilst welcoming and adapting to change as the people themselves change.

Our Values

The Pledge derives from these guiding principles:

The diversity of Swansea's people is a reason for pride and a source of cultural, social and economic enrichment.

Participation in culture and sport is a fundamental human right, not a privilege, and all should have equal opportunity to express and enjoy it.

Equity and diversity of participation should be at the heart of what Swansea Council's Cultural Services does.

Special care and attention should be given to People with Protected Characteristics (PPCs) relating to age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex and sexual orientation - as well as Welsh speakers and those living in economic disadvantage.

Whilst recognising the separate needs of some, we should support cross-sectional engagement in which all parts of the community are encouraged to come together to foster a culture of diversity.

Our Commitment

This Pledge tells a story of what Swansea Council (through its Culture Services department) is doing, and aspires to do, in pursuit of these principles. It includes ambitious aspirations for change over the years to come but, in the short term, some very tangible and immediate commitments including:

- Putting PPCs at the heart of defining one of our major venues, the Grand Theatre, and in important parts of the Sport and Health Team's work.
- Putting culture and well-being at the forefront of reviving Swansea's most diverse neighbourhood: St Helens Road and Sandfields.

- Training all our departmental staff, including venues' staff, in diversity awareness
- Creating new pathways for PPCs to find their way into volunteer and professional roles in the Service.

About the Pledge

We want to start conversations and collaborations in the city which will help expand the diversity and the reach of what we do as a Service. Ultimately, though, we hope the Pledge will be adopted, adapted and owned by all cultural creators and providers within Swansea to ensure the offer reflects the people in all their plurality.

There are four pillars to the Pledge:

Telling, Listening and Sharing

How we will reach out, build relationships and involve more people in dialogue around the City's culture and sport offer.

Ideas into Action

How we will ensure the events and activities in our venues, and produced by our cultural services, reflect the experiences of all by drawing on a broader pool of people, ideas and inspiration.

Making the Most of Us

How we will make it easier and more attractive for more people to use our services, by getting to understand what they want, and be smarter at delivering it.

Behind the Scenes

How we will ensure that, from top to bottom, our cultural and sports organisations will look, think and act more like – and be more representative of - our diverse population.

Each pillar follows the same format. It starts with a set of **Questions** we have set ourselves. This is followed by an **Aspirational Statement** of the values we hold dear, leading to a thumbnail sketch of the place we would like to be in **Five Years From Now**. To do this we have been realistic about the **Barriers** that will need to be overcome, the **Minimum Standard** of Service below which we must not fall, and a **Target to Stretch** us and a **Metric** for measuring our progress. To emphasise that we are not starting from a blank sheet, there are some examples of some of the **Good Practice** which is already going on in the city.

The Pledge takes in the work of the Special Events Team, Sports and Health, Tourism and Marketing, Community Centres, Swansea Museum, Glynn Vivian Art Gallery, Swansea Grand Theatre, Dylan Thomas Programme, the Fusion Project, Cultural Partnerships, Swansea Libraries and Archives.

Background and Context

The Pledge emerged as a logical response to a range of external and internal factors that can be summarised as the outcomes of our *consultation* with the people of Swansea; and the requirements placed upon us by recent *legislation*.

In 2016 Swansea was accepted as a participant in the 3-year Pilot Cities programme with the Agenda 21 for Culture programme, as operated by the international network of United Cities and Local Governments (UCLG) and European network Culture Action Europe. It began with a Self-Assessment exercise and, in particular, a day-long consultation workshop on 28 September 2016, attended by over eighty local Stakeholders, which considered the strengths and weaknesses of the city across eight broad fields of culture. The workshop drew particular attention to the apparent lack of diversity in the city's cultural sector as an ongoing weakness. The group felt they did not have enough knowledge of the ways in which many minorities in the city experienced cultural provision, and raised this as a priority for attention within the Pilot Cities process. Subsequently a work programme of improvement and innovation was set up, and progress on these is documented herein. The Pilot Cities process draws to a close in October 2019, when this Pledge will be formally launched.

The Pledge also gives acknowledgement to, and rests upon, several key pieces of national and international legislation as well as Swansea's local policies and membership of important networks. Prominent amongst these are:

- The Equality Act 2010 protects people from discrimination, victimisation and harassment on the basis of protected characteristics. Nested within this is the Welsh Public Sector Equality Duty with 16 regulations in Wales. The Council has produced a Strategic Equality Plan 2016-2020 setting out Equality Objectives for meeting these. Each year the Council produces an Equality Review Report, which includes the contribution of Cultural Services. The Council's Equality Impact Assessment (EIA) process now incorporates issues such as poverty and social exclusion, children's rights, community cohesion, carers and Welsh language.
- The Well-Being of Future Generations (Wales) Act 2015 requires public bodies in Wales to think about the long-term impact of their decisions, to work better with people, communities and each other, and to prevent persistent problems such as poverty, health inequalities and climate change. Swansea Council has responded with establishing a Public Service Board which is responsible for publishing an Assessment of Local Well-Being and setting objectives in a Local Well-Being Plan.
- The United Nations Convention on the Rights of the Child (UNCRC). Since becoming the first local authority to embed the UNCRC into its Policy Framework, Swansea has developed a Children & Young People's Rights Scheme, which sets out our arrangements to ensure compliance with the due regard duty.
- A combined Older People's Strategy and Ageing Well Plan has been developed in Swansea and submitted to the Welsh Government and Older People's

Commissioner. Locally, a partnership Ageing Well Plan has been developed in conjunction with the Local Service Board.

- Swansea is a member of Intercultural Cities, a global network of cities dedicated to making human diversity and mobility a positive asset; and is a founder of the UK Cities of Sanctuary movement.

What Happens Next

A Pledge Panel will be formed of independent people who understand and experience the diverse needs of service users. The role of the Panel is to review progress on the goals of the Pledge, to offer guidance, to comment upon the allocation of priorities and resources, and to communicate the Pledge's message to the wider community.

Each year, a Pledge Convention will be held at which broader communities of PPCs will come together to review and to re-energise the Pledge. Partner organisations should be invited to the Convention and invited to make their own pledges.

1) Telling, Listening and Sharing

RELATIONSHIPS, COMMUNICATIONS & PARTICIPATION

Cultural Services is only as strong as the relationships we have with the people of Swansea in all their diversity. Reaching out, telling people what we are doing, learning about and from them, and involving more of them in dialogue and planning must be the ethos from which the City's culture and leisure develops henceforth.

The Questions We Need To Answer

- Who are the people we have not traditionally communicated with?
- What new ways of communication can we use to reach out to them?
- Who are the intermediaries that can help us connect with new people?
- How can we build lasting and trusting relationships with different publics?

Our Aspirations

We must reach out beyond our buildings and the city centre to people of all kinds to make them feel welcome enough to participate in our facilities and services. We will find new ways to communicate and create lively and open dialogues. We will engage with identity groups, as they would wish to be engaged with, and encourage greater intercultural understanding and collaboration between groups.

What Should We Have Achieved Five Years From Now?

- Building on the Sport and Health Team's experience with three self-sustaining forums on BAME issues, People with disabilities, and Women and girls, all appropriate parts of the Service will now have equivalent reference groups.
- In partnership with local PPC groups, we will have developed good practice manuals and resource packs to be followed by our staff and other sports and cultural organisations, for example Language and Communication Around Disability and Making Outdoor Events Accessible to All.

The Barriers To Be Overcome

We need to better understand the things preventing certain people from participating in events and visiting our attractions. For example, moving around the city with public transport can be difficult and expensive; buildings may not be accessible; information is not always easily available to those who cannot go online; and some people may perceive that some events are 'not for them'.

What Is The Minimum Standard Of Service We Should Be Providing Now?

We will consult, identify and remove any barriers, within our own immediate control that might have prevented any community of interest or identity in Swansea from communicating with us about its cultural aspirations and the service we provide. This must include Service outreach to places not previously addressed, for example the Museum and GVAG taking a joint stall for Swansea Pride 2019. The

17 library branches are a key point of contact with dispersed communities which must be maintained.

Targets To Stretch Us

Each year every arm of the Service will identify a priority group and seek to increase participation by 5%, and experience will be shared across departments to learn what works.

How We Can Measure Progress?

Through surveys and ticketing data we will measure the number of people of selected priority groups who are aware of Cultural Services, have attended an event provided or sponsored by it, or have engaged in some form of participation or cooperation with it.

What Are We Already Achieving?

- The Fusion Programme coordinates a diverse network of cultural and community partners from the local authority, 3rd sector, educational organisations and local businesses called the Swansea Creative Learning Partnership (SCLP). This network enables the sharing of expertise, creation of partnership projects and funding bids, access to marginalised and specialist groups and provides a sharing platform for information. Fusion manages and supports a portfolio of projects within Cultural Services partnerships and with external partners. These bespoke projects provide opportunities for local people to gain new skills and increased wellbeing from cultural and heritage volunteering, participation, qualifications and events. Fusion projects look to engage a diverse range of people from across Swansea supporting social cohesion and reflecting our community. Projects cover a diverse range of art forms including; visual arts, dance, music/sound, film/photography, heritage research, crafts, creative writing and includes opportunities to learn creative digital skills. Fusion helps to enable people on low incomes by taking activities to new geographical locations and by providing free transport when possible. Examples of work include; music making for stroke victims, creative arts collaborations with multi ethnic schools, heritage volunteering for adults, free family cinema in community centres and film making for women.
- Cultural Services is working in partnership with Race Council Cymru to set up Wales's first BAME Digital and Cultural Hub at the Arts Wing at Swansea Grand Theatre. It will promote a diverse and inclusive culture; intercultural dialogue and exchange; learning and skills development enabling jobs and volunteer opportunities; safeguarding and wellbeing, including for some of the poorest, most vulnerable people in Swansea.
- We have set up a pioneering partnership between Swansea Council and Swansea Bay Health Board integrating art and design into the therapeutic environment of a men's acute mental health ward. The project shows that even in a time of fiscal challenge, through clever combination of skills and personnel we can make resources go further to improve people's lives.
- The Glynn Vivian Art Gallery has an aged 55+ Wednesday afternoon workshop group. It started up 7 years ago with a mosaics workshop and 10 members,

through a project with Engage Cymru, and now has 8 weekly courses that run throughout the year covering a wide range of artistic disciplines and has more than 75 members. This project is different to many arts workshops as the focus is not only on learning new creative skills but also creating a community for isolated people.

- The Sport and Health team and many other organisations within Swansea have been awarded INSPORT (disability sport) national accreditation.
- The Council commissioned artist Rabab Ghazoul, to lead a consultation with residents and users of the St Helens Road and Sandfields area between November 2017 and March 2018, which led to the production of a film (INTERSECTION) which was publicly screened. It is the city's most diverse district mixing many businesses, homes, schools and places of worship alongside institutions such as the YMCA, the Swan Gardens residential home for elderly Chinese people and EYST (Ethnic Minorities & Youth Support Team Wales). It started a conversation on how the district can be renovated and maintained sensitively without jeopardising the rich network of local connections. This led to the Swansea@50 Street Party in Sandfields in June 2019 facilitated by Fusion. A partnership with Elysium artists brought in £15,000 into the St Helen's Primary School to support children to learn creative and practical skills in music, art and heritage. The street party itself brought over 500 residents together to celebrate heritage and diversity and supported local organisations to work together.
- Swansea's Libraries are already the place of choice for many PPCs to meet and organise, for example: Live Well Age Well Reference Group; Clwb Cwtsh (weekly) Welsh course run by the Mudiad Meithrin; Merthyr Tydfil Institute for the Blind (MTIB) employment support sessions; Swansea Hard of Hearing group; Swansea Association for Independent Living; and West Wales Dyslexia Association.
- The Libraries offer as routine a vital home delivery book service to those who are too frail or with health or physical disabilities and cannot visit a site. This is also enhanced by services to care homes and sheltered housing venues around Swansea.

2) Ideas into Action

PLANS, PROJECTS & PROGRAMMES

How we will ensure the events and activities in our venues reflect the experiences of all by drawing on a broader pool of people, ideas and inspiration.

The Questions We Need To Answer

- In planning our products and services, how can we ensure diversity and equality is taken into account at the beginning and not just the end?
- How can we involve a greater diversity of people and ways of seeing the world in the ways we design our product?
- Do we know where to find the practitioners with specialist skills and knowledge to help us progress our diversity objectives?

Our Aspirations

Many of the events and projects which we promote should have evolved from the ideas and active participation of local people from diverse communities. Local people should be able to point to many aspects of our programme and services and know it reflects their lived experience or has even grown out of conversations and planning in which they had a hand.

What Should We Have Achieved Five Years From Now?

- Visitors to, and citizens of, Swansea will find an offer which feels distinctive and different from other places because it reflects the diversity of the population, exemplified through a growing festival programme and programmes responsive to people's needs and interests.
- Lessons learnt from the reinvigoration of the Grand Theatre by the BAME Digital and Cultural Hub at the Arts Wing will be implemented in other parts of the Service.
- Our 17 Libraries should be automatic places of choice to visit and PPCs should be confident of receiving a service which reflects their interests and concerns.
- Broader audiences for BBC concerts and Proms in the Park.

The Barriers To Overcome

We need to acknowledge the gaps in our knowledge and understanding of different peoples and why certain groups do not engage with our cultural offer. In designing leisure activities or creative products we need to reflect the lifestyles and concerns of different kinds of people. In deciding where and when to programme activities, we must not expect people should bend their lives in order to fit into outdated assumptions of how 'normal' people behave.

What Is The Minimum Standard Of Service We Should Be Providing Now?

- Our programmes should be designed to have a way in for anyone regardless of their status or cultural background. PPCs should know where to look in order to find out about cultural and sporting activities in the city which meet their needs.
- PPCs who wish to promote their own activities through our venues or in collaboration with us should be confident of receiving respectful treatment. If treatment falls short, there should be a recognised process for reviewing and rectifying it.

Targets To Stretch Us

- Establish an annual Calendar which highlights and normalises the full range of Swansea events and activities which feature or are led by PPCs.
- As appropriate, to see fewer activities promoted exclusively for one PPC and to see more which are intercultural and cross-sectional collaboration, as well as engaging the active participation of the majority population.

How We Can Measure Progress?

The number of events/activities which have been designed with specific needs of PPCs in mind, or have actively engaged the input of PPCs in their preparation.

What Are We Already Achieving?

- The Dylan Thomas Programme works closely with Swansea Asylum Seekers Support Group beginning with the publishing of a first anthology of creative writing by displaced people and locals 'Between the Mountain and the Sea', in 2003. Other anthologies have since followed, including one which translated writing into Welsh language, and a strong partnerships with publisher Parthian Books, Swansea University, City of Sanctuary, African Community Centre and Welsh Refugee Council. In 2017 the Centre began collaborating with the Cameroonian writer Eric Ngalle Charles, who developed an immediate rapport with local asylum seeker and refugee writers, and now his classes have become a regular and popular feature. The BBC have picked up on the work and recently featured in on its website. The media interest is indicative of the special nature of these workshops that manage to combine the retelling of painful memories with the cathartic act of writing to create a piece of art. Many writers have subsequently overcome their fear of public speaking to relate their work to audiences, and have now become much more confident in their life as a whole.
- Welcome is a group for Asylum Seekers and refugees, for whom the Glynn Vivian Gallery has been able to provide travel reimbursement through a grant from the Arts Council of Wales. The class is supported by a tutor and led by the participants. Over the past year the group has created a mosaic with two volunteers who worked professionally in their native Istanbul, providing the space, tools and equipment for the participants to work collectively on a shared goal.
- 'Our Abertawe' was conceived as a response to Brexit as a one-off event focused on bringing people together to celebrate Swansea regardless of birth or habit, disability, age, sexual orientation, beliefs, language or abilities. The

event helped to celebrate Swansea's cultural and ethnic diversity via dance, choirs, local bands workshops, busking, cooking demonstrations and entertainment. During the month of February 2017, events were held at seven different neighbourhood venues across the city, concluding in a city centre spectacular on 4 March.

- The 50 Years of Music Project led by Fusion brought together people from across the city with a shared passion to create a one off exhibition compiling collections and memorabilia. The project volunteers included historians, students, asylum seekers and unemployed adults who worked together with professionals to learn new skills with a shared goal.
- 'Glynn Vivian at Night' celebrated LGBT history month which featured curated films from the IRIS prize, Ruby Slippers and LGBT choir True Colours.
- The Museum ran a HLF Young Roots project exploring the history and contribution of the Gypsy Traveller community in West Wales in partnership with Swansea, Carmarthen and Pembrokeshire Traveller Education Service.
- Public Libraries in Swansea remain very much in their communities in the 17 sites around the City. Ensuring these communities are fully reflected in the services provided and available at the library is a key part of our library development plan and reflected in the Welsh Government's framework for libraries "Ambitious and Connected" which challenges libraries to deliver services to new and diverse audiences enabling more people to benefit from those services.

3) Making the Most of Us

AUDIENCE, TICKETING, WELCOMING & ACCESS

How we will make it easier and more attractive for more people to use our services by getting to know better what they want, and getting smarter at delivering it.

The Questions We Need To Answer

- **How can we find out more about our audience in order to enrich their experience?**
- **How can we make it easier for anyone to buy a ticket from us?**
- **What more can we do to ensure that anyone who approaches our service gets a welcome which is warm and appropriate to their needs?**
- **What are the barriers preventing people accessing our product and how can we remove them?**

Our Aspirations

There should be a seamless process by which PPCs can discover our services, take informed decisions to access them, feel welcomed into our venues and events with dignity and hospitality, and have their feedback taken into account towards further service improvement.

What Should We Have Achieved Five Years From Now?

- Attendances at our venues and events (both by PPCs and in total) will have risen by at least 5% because people find them more attractive and much easier to find out about and to access. We will know so much more about the needs and desires of PPCs and they about us.
- People will walk into any sports facility or any of our venues to buy a ticket for any one of a variety of performances/events across the city as we are part of an integrated ticketing/data collection/marketing system. After they have felt put at ease by the warm welcome they will have received from our Front of House staff, they decide to stay a little longer and get involved in activity they have never previously tried. Next time they bring a friend along.
- Having identified barriers, we will have an action plan of activity aimed at attracting larger audiences buying tickets online via Spektrix and all will become part of the members' scheme for Cultural Services where they receive advance ticketing information ahead of others. Our venues will have basic appreciation of formal greetings either verbally or through our digital communication.
- Our library buildings should have been rearranged to provide space for community expression and creativity.

The Barriers To Be Overcome

- Since most of our venues and activities are in the town centre and many PPCs live outside, there is an immediate barrier of access, compounded for people

on low incomes and who rely upon public transport which is expensive and infrequent.

- Some services are not open when people most need them.
- We are not gathering enough information on who uses and does not use our services, making it difficult to target them accurately.
- Some people find the cost of our ticketed events too high.
- Provision of services in Welsh is inconsistent across Cultural Services and dependent on resources available: staff and revenue budgets.

What Is The Minimum Standard Of Service We Should Be Providing Now?

No citizen of Swansea should feel they are unable to access (or have an unsatisfactory experience of) one of our services because they are a PPC. If they do, the Service should be able to institute an appropriate formal process of investigation, review and improvement.

Targets To Stretch Us

Having already introduced it to Swansea Grand Theatre, to extend the Spektrix online ticketing system into all our venues and ticketed events. This will enable us to gain much greater understanding of our existing and potential user base, and gain a more nuanced appreciation of PPCs, including being able to cross-promote between venue and between sports, arts and other activities.

How We Can Measure Progress?

Progress will be measured through collation of quantitative data of individuals participating in and/or attending activities; the expansion of, and feedback from, new networks; partners and stakeholders (including wider Swansea Council services); and increase in numbers of cultural ambassadors; and improved perception of service delivery.

What Are We Already Achieving?

- Glynn Vivian Art Gallery promotes interpretation and many activities for children with autism. There are workshops for children age 11-16, particularly those who do not attend mainstream education, where they have the opportunity to work with an artist educator to gain an accredited Arts Award. A Family Film Club every Sunday offers a safe space for children with autism and their families, and sensory backpacks are available to collect for free to enjoy during visits.
- The Dylan Thomas Programme gained a 'Best Family Friendly Venue in the UK' Award. This was in large part due to the warm welcome and understanding of Front of House staff, the accessible family-friendly programme, and the inclusive atmosphere promoted by all staff. This is a model that should be extended to all venues.
- The Glynn Vivian Art Gallery runs a monthly group for the Royal National Institute of Blind People (RNIB) which gives creative classes for people with sight loss.

- Swansea Museum has invested heavily in taking cultural experience out to where people are. For example outreach talks are particularly popular with the elderly; the three most popular talks remain the Swansea Blitz, Mumbles Railway and History and Treasures of Swansea Museum. 30 outreach sessions were delivered in 2017/18 to a total of 1268 people. 95% are 55 plus and the majority of them over 70 years of age.
- The Dylan Thomas Programme has developed Reminiscence Boxes in partnership with Swansea Museum and West Glamorgan Archives, each of which are themed to an aspect of Dylan Thomas' life and work. Each box contains handling objects and interpretation to prompt reminiscence and discussion in sessions led by a member of staff or a volunteer. They are used offsite in outreach visits to residential homes, and onsite for targeted visits by schools and community groups.
- We have an officer representing Sport and Health on the corporate Welsh Language group who relays relevant information in team meetings.
- Sport and Health has a large number of Welsh speakers within the team, partly by design. As our Active Young People (AYP) team need to work closely within schools, the officers we assign to Welsh medium Schools obviously have to be able to communicate in Welsh to a high level. Should there be staff turnover in this particular area, Welsh language capability would be essential, not desirable for this role.
- Sport and Health is also able to deliver coaching courses in Welsh for adults either ourselves (for various disciplines) or through partners within National Governing Bodies of sport.
- Sport and Health is able to use social media effectively in both languages and have parallel twitter and facebook accounts.

4) Behind the Scenes

ORGANISATIONAL CULTURE, GOVERNANCE, RECRUITMENT & REPRESENTATION

How we will ensure that, from top to bottom, our cultural and sports organisations look, think and act more like our diverse population.

The Questions We Need To Answer

- How can we make diversity the norm rather than the exception in our organisation?
- What do we do when the organisation falls short of our diversity and equality standards?
- What more can we do to ensure that the whole of our organisation embraces diversity?
- How can the people taking the strategic decisions about our Service better reflect the diversity of the city?
- How can we broaden and diversify the pool of talent from which we recruit staff and volunteers?

Our Aspirations

- We want to become a Service that PPCs will look to as a trusted ally and as a stepping stone to achieving greater self-determination whether as workers, participants or consumers.
- We want a workforce reflective of the diversity of the community, empowered, effective and engaged.

What Should We Have Achieved Five Years From Now?

- Cultural Services will no longer need to make a special effort to look outwardly to discover the views and lifestyles of PPCs because its internal culture and personnel will have evolved to the extent that it has embedded them into its mainstream activity.
- We will have grown the number of key adviser/advocates supporting the development and delivery of our Services
- Locally resident PPCs with talent in sport and culture will be recognised, nurtured and encouraged to fulfil their potential, particularly into professional careers.

The Barriers To Be Overcome

Budgetary limitations have severely reduced the numbers of posts which Cultural Services is able to advertise publicly thus limiting the opportunities to diversify the staffing establishment through new appointments.

What Is The Minimum Standard Of Service We Should Be Providing Now?

The boards of management of all our services and of all the organisations that receive support from us must conduct and report on the diversity of their directors and staff and of their recruitment process. All staff at all levels should have received at least a basic level of training in diversity awareness. Staff in public interface roles should have received bespoke training in the special needs of PPCs.

Targets To Stretch Us

Any process to recruit a member of staff, a volunteer or a management board should be required to give an explanation if it has not included anyone with any protected characteristics amongst the candidates for selection.

How We Can Measure Progress?

An annual audit of the numbers and status of PPCs in Cultural Services staffing establishment, in accordance with the specific duties for Wales under the Equality Act 2010. A longer term aim should be to also audit volunteers and members of management boards of partner and supported organisations.

What Are We Already Achieving?

- The Sport and Health Team has identified four key areas of low participation as:
 - Areas of poverty
 - BAME populations
 - Disabled People
 - Women and girls

It has set up working Forums in the latter three categories and works closely with community organisations, educational establishments and the third sector in the first. Each Forum has terms of reference scoping their areas of work including consultation, programme review, monitoring and evaluation. Forum membership is fluid with efforts made for members to be representative of each target area in terms of age, gender, community, education, industry. The Forums provide an essential interface between Council staff and the public, particularly enhancing the influence which PPCs can have on management decisions and the design of services. Within each Forum, Sports and Health encourages lead representation from targeted groups and supports this through training and support of volunteers. Members of the Sport and Health team directly deliver awareness training in areas of BAME participation and disability inclusion to community groups, governing bodies of sport and local sports clubs as well as to staff members of partner organisations such as facilities operations. Within the team there are lead officers in identified areas of inclusion who will assist team members in developing fully inclusive plans.
- Cultural Ambition is funded by the Heritage Lottery Fund's Skills for the Future programme and Welsh Government. Its aim is to provide 33 young people, throughout Wales, who are not in education, employment and training with 12 month training placements based wholly in heritage sites, while remotely working towards a qualification as a registered student. The training will include

a focus on the development of softer skills and employability skills to support the young people looking at using this project as a stepping stone into further learning or employment. The Council has created a one year 30 hour placement under the Programme, to be based at Swansea Museum and the Glynn Vivian Art Gallery, and sees it as a great opportunity to engage a young person from a group traditionally under-represented in its workforce. With the extension of public spending austerity, local government has significantly reduced the number of new appointments, so apprenticeships such as this offer a rare opportunity.

- All cultural teams are being given diversity training in a range of areas including being family-friendly, age friendly, multicultural awareness, City of Sanctuary, autism awareness etc. This training supports the preparation of an Equality and Diversity Plan for the department which will underpin future measures for diversifying audiences. The Council's venues are working toward achieving national accreditation by achieving Fantastic for Families' Family Arts Standards and Age Friendly Standards. Knowledge will be shared across venues through peer-to-peer training.

Swansea Council would like to thank the following for their contribution towards the preparation of the Diversity Pledge:

Phil Wood, Consultant
The Glynn Vivian Art Gallery
Swansea Museum
The Dylan Thomas Programme
Swansea Grand Theatre
Swansea Library Service
Archive Service
Sports and Health Team
Community Development
Tourism and Marketing
Special Events
Cultural Partnerships
Fusion
Equalities Policy
Community Cohesion
Swansea Cultural Learning Partnership
National Waterfront Museum
The Swansea Music Hub
Race Council Cymru
African Community Centre
Chinese in Wales Association

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For further information regarding the Diversity Pledge, please contact:

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If you require this Diversity Pledge in a different format, please contact:
Kate Wood on 01792 635946





Corporate Health, Safety, Emergency Management & Wellbeing Service


Corporate Health and Safety Policy


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1. Introduction

- 1.1 Swansea Council (Authority) is fully committed to its responsibilities under the Health and Safety at Work, etc. Act 1974 and all other relevant statutory provisions.
- 1.2 This policy will set out objectives for health, safety and wellbeing for employees. It provides general information regarding the organisation structure, roles and responsibilities.
- 1.3 The Authority fully accepts that effective health and safety management, with full employee engagement, has a critical role to play in the process for identifying hazards, evaluating risks and ensuring appropriate controls are applied for employee, and public safety.
- 1.4 The Authority regards the management of health and safety to be an operational priority equal to asset protection, and the provision of quality services.
- 1.5 This policy has been written in consultation with employees and trade union representatives. It will be kept under review and updated to reflect any changes within the organisation or arrangements.

Signed: 
Chief Executive
Date: 15/7/19

Signed: 
Leader of Council
Date: 15/7/19

2. Policy Statement

- 2.1 The Authority recognises and accepts its duties and responsibilities to ensure, so far as is reasonably practicable, the health, safety and wellbeing of its employees and others who may be at risk from its activities.
- 2.2 This corporate policy is the Authority wide overarching health and safety policy. Service Units are expected to set in place arrangements, procedures and guidelines, which reflect the principles of this policy.
- 2.3 Professional, competent advice and support will be provided to assist all Authority employees in all aspects of health, safety and wellbeing.

- 2.4 Health, safety and wellbeing will be imbedded into all management systems and processes across the Authority.
- 2.5 All Authority employees and contractors will be provided with information, instruction and training with regards to hazards and risks they may face in their job role, and appropriate control measures to reduce such risks. Control measures are to be adhered to at all times.
- 2.6 The Authority will have adequate systems in place to allow for the communication of all health, safety and wellbeing information to all levels of employee.
- 2.7 The Authority will have a corporate health, safety and wellbeing action plan in place for risk management. It will focus on life, property, and operational risks.
- 2.8 All Directorates and Services within the Authority must be able to demonstrate compliance with this policy via audit.
- 2.9 Serious and deliberate violation of this policy, health and safety rules and standards may be viewed as gross misconduct under Swansea Council's Disciplinary Policy.
- 2.10 Managers may choose to delegate their duties but cannot delegate their responsibilities.

3. Scope

- 3.1 This policy applies to all employees, volunteers (including those supplied through projects), agency staff, work experience; contractors engaged by Swansea Council or its representatives and elected members who are all required to comply.
- 3.2 Agency workers are also employees. However, through procurement specifications, managers can require the originating Agency to deliver certain aspects e.g. health surveillance, training, protective clothing etc.
- 3.3 When considering the terms on which work, services or supplies should be provided to the Authority, the procuring officer will ensure specific provision is made in the contract concerning the health, safety and wellbeing of the contractor, its staff, Authority employees and the public.

4. Definition of Manager

- 4.1 For the purpose of this policy a manager can be any of the following (this list is not exhaustive):
- Leadership
 - Head of Service
 - Head Teacher
 - Department Head
 - Business Manager
 - Section or Department Manager
 - Service Manager
 - Operations Manager
 - Premises Manager (*see Premises Managers Guidance*)
 - Deputy Manager
 - Project Manager
 - Any Officer given manager responsibilities in full or in part (such as Supervisors and Team Leaders) by their Head of Service and/or their Managers.
- 4.2 Any person appointed in the role of 'manager' by a senior officer, group or body, on behalf of Swansea Council must, in all cases, comply with the requirements of this policy, all subordinate policies and arrangements.

5. Responsibilities

5.1 Cabinet

- 5.1.1 The Cabinet will nominate one of its members as the portfolio holder for health, safety and wellbeing issues. The Cabinet will promote this policy and comply with its provisions.

5.2 Cabinet Member for Health, Safety, Emergency Management & Wellbeing

- 5.2.1 Will ensure Cabinet are aware of the key health, safety and wellbeing issues that affect the Authority and liaise regularly with the Authority's Health, Safety and Wellbeing Champion.
- 5.2.2 Will undertake appropriate health and safety training provided through the Corporate Health, Safety, Emergency Management & Wellbeing Service.

5.2.3 Will support the Authority's health, safety and wellbeing targets for accident and ill-health prevention. Evaluate and contribute to the corporate health, safety and wellbeing reports where necessary.

5.3 Chief Executive

5.3.1 The Chief Executive is directly responsible for the health, safety and wellbeing of all employees and others who may be affected by the Authority's undertakings.

5.3.2 Will be accountable to Cabinet for the Authority's health, safety and wellbeing performance, overall policy compliance and review processes.

5.3.3 Will nominate a member of the Corporate Management Team to be Health, Safety and Wellbeing Champion.

5.3.4 Will ensure health, safety and wellbeing as an agenda item at regular meetings of the Corporate Management Team.

5.3.5 Address any health, safety and wellbeing issues identified by the Corporate Management Team, the Health, Safety and Wellbeing Champion or the Corporate Health, Safety, Emergency Management & Wellbeing Manager.

5.3.6 Ensure that the Corporate Health and Safety Policy, subordinate Policies and associated documents are regularly reviewed and updated as and when necessary.

5.3.7 Ensure that Health, Safety & Wellbeing reports are prepared for presentation to members as required.

5.3.8 Ensure the resource needs for the Health, Safety and Wellbeing statutory obligations are identified for consideration by Cabinet.

5.3.9 Attend any mandatory health, safety and wellbeing training identified for their job role and any health, safety and wellbeing training identified through training need analysis.

5.3.10 The Chief Executive, may choose to delegate health, safety and wellbeing delivery to the Deputy Chief Executive/Director of Resources but retains ultimate responsibility.

5.4 Corporate Management Team (CMT)

5.4.1 CMT will be collectively responsible for strategic health, safety and wellbeing planning and for periodic review of health and safety performance, under the advisement of the Corporate Health, Safety,

Emergency Management & Wellbeing Manager as the Authorities competent person.

5.5 Health, Safety & Wellbeing Champion

- 5.5.1 To promote a positive health, safety and wellbeing culture throughout the Authority.
- 5.5.2 To discuss and monitor issues placed on the corporate risk log and other high risk incidents with the Corporate Health, Safety, Emergency Management & Wellbeing Manager, the relevant Director and Chief Executive as appropriate.

5.6 Directors/Chief Officers

- 5.6.1 Ensure Heads of Service deliver in line with their responsibilities under this policy and report any failings or barriers that may affect compliance to the Corporate Management Team.
- 5.6.2 Ensure that the Heads of Service and all managers comply with procurement procedures for equipment or specialist services.
- 5.6.3 Establish a Directorate Safety Committee system. The frequency of the meetings to be determined by the health and safety risks presented but no less than twice a year.
- 5.6.4 Attend mandatory health, safety and wellbeing training identified for the job role and training identified through training need analysis.

5.7 Heads of Service

- 5.7.1 Ensure managers are aware and deliver in-line with their responsibilities under this policy and report any failings or barriers that may affect compliance. Heads of Service are to ensure this applies where approved bodies appoint employees on behalf of the Authority (e.g. school governors).
- 5.7.2 Ensure premises managers are informed of their roles and responsibilities for the health and safety in their premises. Premises managers will be informed in writing and will be required to attend the mandatory training course provided by the Corporate Health, Safety, Emergency Management & Wellbeing Service.

- 5.7.3 Ensure managers are competent to deliver their duties by providing suitable information, instruction, training and supervision to ensure their health, safety and wellbeing.
- 5.7.4 Ensure suitable and sufficient arrangements, funds and resources are in place to manage health, safety and wellbeing within their Service Unit.
- 5.7.5 Ensure risk assessments are undertaken and risks are minimised.
- 5.7.6 Ensure adequate monitoring systems are in place to evaluate the effectiveness of local arrangements to minimise the risks with reference to health, safety and wellbeing.
- 5.7.7 Review health, safety and wellbeing data, identify trends and take action as appropriate.
- 5.7.8 Identify and note key health and safety risks in the Service business plan, and ensure control measures are implemented to reduce the risks.
- 5.7.9 Ensure there is effective consultation, and communication between management, trade unions and staff to address risks, and raise awareness of risks e.g. SMT, Team Briefs.
- 5.7.10 Ensure service managers attend all mandatory health, safety and wellbeing training.
- 5.7.11 Attend mandatory health, safety and wellbeing training identified for the job role and any training identified through training need analysis.

5.8 Manager *(as defined in section 4 of this policy)*

- 5.8.1 Managers are responsible for ensuring that suitable and sufficient arrangements are in place to implement this policy within their sphere of responsibility.
- 5.8.2 Ensure risk assessments are undertaken and that suitable and sufficient control measures are put in place to control the risk.
- 5.8.3 Ensure employees are aware of this policy and understand their roles and responsibilities with regards to health, safety and wellbeing.
- 5.8.4 Provide clear direction and take responsibility for the work environment. Set high standards of health and safety and encourage the development of risk assessments and safe systems of work.
- 5.8.5 Will not, without authorisation, undertake alterations to any facility, property or asset without first securing Head of Service authorisation.

- 5.8.6 Establish arrangements for the undertaking of risk assessments. Where such duties are allocated to employees, they must be provided with the necessary training and are competent to do so. Those responsible for carrying out risk assessments must be given sufficient time and resource to undertake this role.
- 5.8.7 Ensure that preventative and protective measures are identified in the risk assessments, and are appropriately delivered via the provision of physical, engineered and safety management systems. The manager will be expected to liaise and engage with the employees, and their representatives, on the process of hazard identification and risk control, and encourage employee involvement.
- 5.8.8 Provide induction sessions for all new persons employed or visiting, which will cover normal access and egress routes, emergency fire and first aid arrangements, and welfare facilities.
- 5.8.9 Managers are responsible for financing any health and safety control measures identified through risk assessment for those employees who are not on the Swansea Council payroll. e.g. PPE for volunteers or work placements
- 5.8.10 Promote and conform to the corporate accident, incident and near miss reporting system.
- 5.8.11 Inform Corporate Health, Safety, Emergency Management & Wellbeing Service of any visit, inspection or formal request for interview, or information by any enforcing authority (e.g. Health and Safety Executive; Fire & Rescue Service) without delay.
- 5.8.12 Attend mandatory health, safety and wellbeing training identified for the job role and any training identified through training need analysis.
- 5.8.13 Ensure employees attend health, safety and wellbeing training identified for their role.

5.9 **Employee**

- 5.9.1 Be aware of and understand their responsibility for reducing the risks of injury and ill-health in the workplace. Employees will cooperate and comply with any instruction given by management regarding health and safety.
- 5.9.2 Employees will comply with this policy, related policies and procedures.
- 5.9.3 Employees have a duty to work in a safe manner in relation to themselves, their colleagues and members of the public who may be affected by their acts or omissions.

- 5.9.4 Where identified through risk assessment as a control measure, employees will attend any health and safety training provided and adopt the working practices.
- 5.9.5 Employees will be responsible for familiarising themselves with their service's risk assessments which are applicable to their job role.
- 5.9.6 Employees will be responsible for incorporating the control measures into their working practice and if unable to do so, discuss with their manager how this can be resolved.
- 5.9.7 Employees have a responsibility to inform their manager if they think that existing risk assessments are not sufficient for a particular working situation that has emerged. This may be particularly relevant for working in an environment with a specific client rather than equipment.
- 5.9.8 Wear the Personal Protective Equipment (PPE) provided to minimise associated risks when carrying out their duties. They are further responsible for the reporting of damaged PPE or unsuitable for use.
- 5.9.9 Have a duty to report to their manager in the first instance, a work situation where there is a risk to themselves or others which has not been adequately addressed. They may also opt to raise the issue with their trade union representative.
- 5.9.10 Employees will not engage in unsafe practices and take unnecessary risks which have the potential to harm themselves, colleagues or members of the public.
- 5.9.11 Employees will immediately inform their manager of any visit, inspection or formal request for interview, or information made by any enforcing authority.
- 5.9.12 Attend mandatory health, safety and wellbeing training identified for the job role and any training identified through training need analysis.

5.10 Trade Union Safety Representatives

- 5.10.1 To be formally appointed in writing by their respective trade union before undertaking the role of trade union safety representative.
- 5.10.2 To independently investigate workplace incidents, near misses, complaints and potential hazards, presenting the findings to the manager and the Corporate Health, Safety, Emergency Management & Wellbeing Service.

5.10.3 To undertake independent inspections of the workplace, presenting the findings to the manager and Corporate Health, Safety, Emergency Management & Wellbeing Service.

5.10.4 To represent employees if necessary when dealing with the HSE Inspectors or other regulatory bodies.

5.10.5 To attend health and safety committee meetings to represent members and feedback outcomes.

5.11 Representatives of Employee Safety

5.11.1 To be elected by the workforce unless nominated by Head of Service as a management representative.

5.11.2 To liaise with the employer on behalf of employees raising health and safety concerns that may affect employees or other parties.

5.11.3 To attend any health and safety committee meetings they are elected to attend within their service.

5.11.4 To communicate and feedback to employees they represent by appropriate means.

5.12 Corporate Health, Safety, Emergency Management & Wellbeing Manager

5.12.1 Provide professional, competent advice to the Chief Executive, CMT, Chief Officers and Heads of Service on their responsibilities under the Health and Safety at Work, etc Act, 1974, and all subordinate regulations. including the provision of fire safety advice to ensure compliance with the legal requirements of the Regulatory Reform (Fire Safety) Order 2005 are met in relation to Authority owned/operated premises and events.

5.12.2 Advise and support any independent manager appointed by Human Resources, to investigate a serious breach of health and safety rules and standards.

5.12.3 Liaise with HM Inspectors of the Health and Safety Executive, Fire & Rescue Services, Welsh & National Government and other regulatory agencies on behalf of the Authority, and coordinate any response to a request for information in relation to Health, Safety & Wellbeing.

5.12.4 To promote a positive culture for health, safety and wellbeing across the Authority.

- 5.12.5 Will ensure the provision of advice and guidance via the Corporate Health, Safety, Emergency Management & Wellbeing Service to those identified as having responsibilities under this policy including fire safety.
- 5.12.6 To deliver any mandatory, or generic Health, Safety & Wellbeing Training required by this policy.
- 5.12.7 Collate all data submitted by managers as a requirement of this policy, and ensure its analysis and interpretation as required or requested by the Chief Executive or Corporate Management Team.
- 5.12.8 To ensure that all accidents/incidents/near misses reported to the Corporate Health, Safety, Emergency Management and Wellbeing Service which are notifiable under RIDDOR are referred to the Health and Safety Executive and investigated as appropriate.
- 5.12.9 To bring to the attention of the, Chief Executive, Corporate Health, Safety and Wellbeing Champion or the Corporate Management Team any known serious, or uncontrolled risks.

6. Committee Structure

- 6.1 Each directorate/theme will develop a suitable health, safety and wellbeing committee structure. By doing so it will provide a two-way communication flow for all health, safety and wellbeing related topics. It should consist of senior managers, employees, Trade Union Safety Representative or nominated employee safety representatives, with a view to developing a consistent approach for the dissemination of health and safety information.
- 6.2 The Committees will provide the structure for information flow to all levels of employee across the Authority, to encourage employees to become engaged and empowered with regards to all things health, safety and wellbeing related.
- 6.3 The health, safety and wellbeing committees are to be made up of management, employees and trade union representatives equally; with the aim of working together to identify and resolve health and safety problems in the work place. The primary purpose of the committee is to facilitate and standardise the communication process for health, safety and wellbeing across the Authority.

7. Arrangements

- 7.1 Arrangements made under this policy must be complied with by all Directorates and Services. Roles and responsibilities identified in the policies must be delivered by the identified officers.

8. Review and Monitoring

- 8.1 The requirements of this policy will be monitored. All Service Units within the Authority must be able to demonstrate compliance with this policy.
- 8.2 The training of employees will be monitored by the Authority through its management and appraisal processes.
- 8.3 Where necessary the Authority will take appropriate action to ensure that this policy is adhered to.
- 8.4 This policy will be reviewed by the Corporate Health, Safety, Emergency Management & Wellbeing Manager every 3 years or if:
 - New legislation is published or existing legislation is updated.
 - New guidance is published or existing guidance is updated.
 - Research, monitoring or auditing suggests that a review may be required.
 - Incident investigation suggests that a review may be required.

9. Reference

Health and Safety at Work Act 1974
Management of Health and Safety at Work Regulations 1999
Regulatory Reform (Fire Safety) Order 2005
Safety Representatives and Safety Committees Regulations 1977
Health and Safety (Consultation with Employees) Regulations 1996
Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013

APPENDIX: A

**Swansea Council
Corporate Health and Safety Policy
Arrangements for**

(Enter Name of): Premises/School
(Enter Name): Premises Manager

*This document is designed to be used by both schools
and other forms of premises - Please complete as
appropriate*

1.0 Introduction

All departments across Swansea Council have fully adopted the corporate health and safety policy. To assist with the safe operations it is necessary for, local arrangements to be drawn up and documented by using the pro-forma contained within this document. On completion, the premises manager/managers must ensure that the Corporate Health and Safety Policy and the local arrangements is communicated to all employees and stakeholders where required. The Arrangements should be read in conjunction with the Corporate Health and Safety Policy

1.2 Health and Safety Committee/ meetings

Health and Safety Committee/ meetings should be held regularly to consider health and safety planning and organisation, the implementation of policies and to review and monitor performance. The Committee structure consists of Safety Groups and Directorate Health and Safety Committees. –

The committee structure will provide an essential Health, Safety and Wellbeing communication mechanism across all areas of the organisation

1.3 Local arrangements

The following procedures and arrangements have been established to eliminate or reduce health and safety risks to an acceptable level and to comply with minimum legal requirements..

(Any additional local arrangements that is pertinent to the educational establishment must be included within this section)

2.0 Accident /Incident and Physical/Verbal Abuse Reporting

All Managers will ensure that accidents and cases of physical or verbal abuse are reported to the Corporate Health, Safety, Emergency Management & Wellbeing Service (CHSEMWS) by completing the HS1, HS2 or HS3 form **as soon as is possible**. (These forms can now be completed on line)

Any serious injury or incident (including any “near miss” incident) must be reported **immediately** to the CHSEMWS and the appropriate HS form completed. The details will then be forwarded to the HSE. All “RIDDOR” reportable accidents/incidents will also be investigated by the CHSEMWS, and a written report will be sent to the affected person(s) line manager

Details of all accidents must be kept at all work locations and these must be available for audit purposes and inspection.

<http://www.healthsafetywellbeingswansea.co.uk/library/accidents/>

2.1 First Aid

The following staff members at the premises/school are the named first aiders and will be responsible for the maintenance and upkeep of the first aid provisions:

..... Please include details

The location of the first aid box/provisions are:

..... Please include details

In the event where an ambulance needs to be called it will be necessary to inform CHSEMWS via the relevant HS form.

(In schools it is the responsibility of the school clerk to call for an ambulance).

2.3 Asbestos

Swansea Council (Authority) will undertake a detailed and comprehensive survey and a report provided to the premises manager. The Authority and the designated premises manager(s) are responsible for the management of asbestos. Information must be cascaded to all employees on the location of asbestos within the premises and how it will be managed. Also arrangements to ensure contractors and any other person who

may be exposed to asbestos are made aware of its location and have sight of the plan prior to starting any work(s) on the premises.

Information and instruction must be provided to employees and contractors to include the following:

- Not to drill or affix anything to walls without first obtaining approval from premises manager and checking the plan
- Reporting of damage to asbestos materials and emergency procedures.
- The location of the Asbestos Survey plan is located

..... Please include details

Employees should report any concerns to the premises manager and if required Corporate Health Safety, Emergency Management & Wellbeing Service and Facilities management.

Further guidance is available on the following link:

<http://www.healthsafetywellbeingswansea.co.uk/asbestos/>

2.4 Contractors

When managing contractors at the premises/school, the following information should be provided at a minimum that includes:

- Asbestos
- Fire Risk Assessment and Arrangements
- Signing in and Out Procedures
- Arrangements for induction of contractors to exchange health and safety information and agree safe working arrangements, risk assessments, and duration of the visit

Employees should report concerns to the premises manager and if required Corporate Health Safety, Emergency Management & Wellbeing Service and Facilities management.

2.5 Curriculum Safety – Schools specific

Curriculum safety includes out of school learning activity/study support. All employees/teaching staff must where appropriate undertake suitable (written) risk assessments prior to commencing high risk activities, or when using specific equipment for curriculum purposes e.g. Interactive Whiteboards, cooking or science equipment. Documented arrangements for the control of safety in specific subjects such as PE, Science, Technology/CDT and reviewed at periodic intervals.

The corporate risk assessment template is available on the link:

<http://www.healthsafetywellbeingswansea.co.uk/risk-assessment/>

2.6 Drugs & Medications – Schools & Care Homes specific

Schools need to include specific arrangements that include: Care Plans, Parental requests for medicines to be administered, special staff training requirements, storage arrangements, recording administration, the schools policy should be repeated in school prospectus.

2.7 Inspections and servicing of Electrical, Water, Gas systems and equipment

The Authority will undertake detailed inspections of the fixed installations at the agreed set scheduled frequency by suitably qualified persons. The premises manager/Headteacher must ensure that all related documentation is maintained on site as a point of reference. Details should include the names of Inspecting Body, Servicing Body, Certificates, any resulting reports, information of necessary maintenance etc

All portable electric equipment must be subject to testing by a competent person.

..... Please include details

Reference can be made to the following link or contact Facilities Management

<http://staffnet/index.cfm?articleid=33793>

Electrical Equipment (fixed & portable)

2.7b Visual Inspections

Details of and the frequency of visual inspections, examinations must be carried out by a competent person. Information will be retained on site in the form of documentary evidence i.e. the records of inspection and any limitations on using personal items in the premises/ school must be kept on site.

2.8 Fire Precautions & Procedures

A review of the fire risk assessment and arrangements will be undertaken by the Premises manager / Headteacher at least annually or in the event of change in level of risk or operations of the building. The Normal Operating Procedure (NOP) and Emergency Action Plan (EAP) will include the arrangements for periodic drills, procedures to be followed, staff with special responsibilities e.g. fire marshal etc, assembly points, maintenance of fire exits /escape routes, maintenance of fire extinguishers, staff training, calling the fire service, testing the fire alarm, emergency lighting etc. The Fire Risk Assessment, NOP and EAP is located

... Please include details

All staff must ensure that they are fully conversant with the documentation.

2.9 Fire Risk Assessment

The Premises manager/Headteacher will be required to undertake a Fire Risk Assessment, of the premises and undertake a review at least annually. Guidance and assistance in this undertaken can be sourced from Corporate Health, Safety, Emergency Management & Wellbeing Service. The content of the risk assessment and development plan must be communicated to all employees, including temporary/ agency workers. The Fire Risk Assessment is located

..... Please include details

2.10 Hazardous Substances (COSHH)

Premises Managers/Headteachers need to be provided with full information of chemical substances present at their premises or facility. Records must be kept that will assist Managers with the related responsibilities – to themselves, their staff members and visitors to the Authority's premises. Information on site should include Substance Data Sheets provided by manufacturers or suppliers, an Inventory of Substances, and suitable and sufficient risk assessments.

Managers have the duty to give suitable and sufficient information, instruction and training to employees exposed to substances hazardous to health. This must include the safe handling and storage of the substances.

Staff will attend COSHH training as required and when deemed necessary

Any chemicals or substance used on the premises must be approved by the premises manager/Headteacher and where required Corporate Health Safety, Emergency Management & Wellbeing Service.

<http://www.healthsafetywellbeingswansea.co.uk/coshh/>

2.11 3rd Party Letting /shared use of premises

Any 3rd party letting of the premises must be registered with Facilities Management. 3rd party letting consent is available on the link below.

All premises managers must ensure that all operating procedures and risk assessments are reviewed as part of the 3rd party letting agreement. This includes fire risk assessment, lone working, building security etc.

Further guidance is available on:

<http://staffnet/index.cfm?articleid=26844>

2.12 Lone Working

All reasonable steps will be taken to ensure the safety of staff and others working in isolation within the Service Unit. A policy and guidance will be developed that covers such working activities that involve lone working activity.

All works carried out in isolation need to be risk assessed by the manager/ premises manager/Headteacher and a safe working procedure developed for all such tasks. Information will be provided for all staff who may work alone.

2.13 Maintenance/Inspection of Work Equipment (including selection of equipment)

All work equipment within premises will be subject to inspection and testing. The equipment will vary from premises to premises and site to site. Therefore lists should be assembled to be site specific

Examples of what equipment requires periodic inspection, examination and testing might be contained in the sample below:

General premises - Electrical tools – Lifts & Lifting Gear - Ramps and loading bays – Bottle jacks – plant equipment – Ladders of all types – Boilers – fire alarm systems – extinguishers – emergency lighting etc

School Specific – the list could consist of ladders, fume cupboards, other extraction systems, PE equipment, D&T machinery (lathes etc), lifts & lifting equipment, pressure cookers and pressure systems (including boilers and heating systems), autoclaves, furniture (internal and external), fire alarm and smoke detection, emergency lighting, fire extinguishers, panic alarms etc,

The type of checks required and frequency, who undertakes the checks should be documented together with what records must be kept. When new equipment is required, who selects this and defines whether it is suitable, who ensures that equipment is installed correctly

2.14 New & Expectant Mothers

Specific assessments for new and expectant mothers must be undertaken by the premises manager and reviewed at pre-determined intervals. Personal risk assessments will be stored securely with the premises manager and copies will be provided to the HR department. Further guidance on risk assessments can be found at:

<http://www.healthsafetywellbeingswansea.co.uk/risk-assessment/>

2.15 Personal Protective Equipment (PPE)

Where required and through the process of risk assessment, PPE will be provided to all employees where required. Any user must ensure that PPE is inspected prior to use, maintained in good repair. Defective equipment must be reported to the premises manager/Headteacher and decommissioned where applicable. All PPE must be used in conjunction with instruction and training. Necessary PPE will be provided free of charge where risk assessment determines to be necessary.

2.16 Reporting Defects

All employees have a responsibility to report any defective equipment to the premises manager/Headteacher or their line manager. Where defective equipment has been identified, this must be taken out of use and isolated to ensure future use is prevented.

2.17 Risk Assessments

The premises manager/Headteacher and nominated employees will undertake risk assessments where and when required. Risk assessments will be reviewed at a minimum annually or where there has been a significant change. Significant change may include a change to a work process, work equipment' work practices or a change in staff which may have introduced new hazards or increased the risk of existing ones.

Further guidance is available at: <http://www.healthsafetywellbeingswansea.co.uk/risk-assessment/>

2.18 School Trips/ Off-Site Activities – Schools specific

Any school trips or off site activities must be planned and undertaken in conjunction with the Welsh Government Educational Visit guidance documents. All visits must be approved by the Educational Visits Coordinator (EVC). All documentation will be stored centrally at the school as a point of reference

2.19 Use of Transport vehicles – e.g. minibuses

Any employee who is required to drive any minibus must be suitably trained and approved by the transport department. The premises manager/Headteacher will make arrangement to undertake annual inspections of driving licenses where required. Further guidance is available from the City and County of Swansea Transport Department.

2.20 Use of Display Screens (DSE)

Any employee who is required to use a DSE must undertake a self-assessment of their working environment/ ergonomic assessment. The assessment will be reviewed at regular intervals and held centrally with the premises manager. All employees must ensure that they are fully conversant with the Authorities policy and procedures and further guidance is available on the following link:

<http://www.healthsafetywellbeingswansea.co.uk/dse/>

2.21 Working at Height

Restriction apply to working at height and these include the use of steps and ladders where required. Only employees who have received appropriate training will be permitted to undertake these tasks and detailed risk assessments will be undertaken for each activity.

2.22 Work Experience

The premises manager/Headteacher/Line managers must ensure that suitable and sufficient arrangements are in place for assessing potential work placements and these are communicated to all appropriate personnel. Arrangements must include a process of induction; identify training requirements and supervision of all work placements when engaged. Detailed risk assessments must be completed and communicated to appropriate persons.

2.23 Instruction and Training

Health and Safety legislation requires employers to provide training, information, instruction, and supervision to ensure, the health, safety and wellbeing of its employees at work. The Authority has put in place mandatory Health and Safety training for all levels of employment within organisation. Additional training and instruction is the responsibility of the line Managers, who will assess the Health and Safety training needs of the employee.

- Induction
- On being exposed to new or increased risks i.e. employees transferring, or taking on new responsibilities
- A change in their work equipment or systems of work used.
- Refresher training will be given as and when deemed necessary
- On the job H&S instruction and training
- Specialist H&S training according to need

3.0 Corporate Health, Safety, Emergency Management & Wellbeing Service

Competent Health & Safety Advice is available for Swansea Council, via the Corporate Health, Safety, Emergency Management & Wellbeing Service on 01792 636210 Email address: healthandsafety@swansea.gov.uk

or

<http://www.healthsafetywellbeingswansea.co.uk/>

Or for Occupational Health or Stress Management & Counselling via:

Occupational Health: <http://www.healthsafetywellbeingswansea.co.uk/occupational-health/>

Stress Management & Counselling: <http://www.swansea.gov.uk/staffnet/stress>

Additional General and School related arrangements that may need to be considered:

- Design/Technology
- Science
- Physical Education
- Resources
- Kitchens
- Swimming Pools
- School Grounds and playing fields
- Play grounds / Play equipment / playground supervision
- School Boundaries
- Security / gates and fences
- Lockdown Procedures
- Traffic management
- Winter maintenance / salting
- Inclement weather
- Glazing
- Lighting/ internal and external
- Heating / Ventilation
- Stairs and Corridors
- Major/Minor Building Maintenance Works
- Furniture / equipment
- Managing Legionella risk in buildings
- Excessive Noise at work
- HAVS / hand held vibratory tools
- Waste disposal
- Health and safety Instruction and Training
- Manual handling
- Personal Emergency Evacuation Plans (PEEP)

This list is not exhaustive



Corporate Health, Safety, Emergency Management and Wellbeing Service

Management of Fire Safety Policy

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1. Introduction

- 1.1 It is the policy of the Swansea Council (Authority) to protect its employees and others from the consequences of fire by having controls in place to prevent fire from starting or mitigate the effects of fire. The Authority does not expect employees to fight fires unless they have been given the appropriate fire safety training to do so.
- 1.2 This policy is written with regard to the Regulatory Reform (Fire Safety) Order 2005, which places a legal obligation on the 'responsible person' to carry out a fire risk assessment to ensure that general fire precautions are in place and working properly.
- 1.3 The successful implementation of this policy can only be achieved by co-operative effort at all levels within the organisation.
- 1.4 This policy is designed to support the implementation of the Authority's fire safety management strategy.

2. Policy Statement

- 2.1 In line with the Corporate Health and Safety Policy the Authority recognises and accepts its duties and responsibilities to ensure, so far as is reasonably practicable, the health, safety and wellbeing of its employees and others who may be at risk from its activities. The authority is committed to establishing, maintaining and promoting continual improvement of fire safety risk management systems within the operation of its services.



Corporate Health, Safety, Emergency Management and Wellbeing Service

- 2.2 This document is a Corporate Policy with Service Units supplementing it by having in place their own procedures and guidelines, which reflect the principles of this policy and the individual needs of their Service Units.
- 2.3 All Directorates and Services within the Authority must be able to demonstrate compliance with this policy through monitoring activities which could include audits and inspections.
- 2.4 The Fire Safety Policy is an arrangement under the Corporate H&S Policy, therefore serious and deliberate violation of health, safety and fire safety rules and standards may be viewed as gross misconduct under the Disciplinary Policy of the Authority.
- 2.5 In the Authority the premises manager is appointed as the person to deliver the duty of day to day control of the premises. The premises manager will be given the appropriate advice and guidance to discharge their duties, which will include training.
- 2.6 Managers may choose to delegate their duties, but cannot delegate their responsibilities.
- 2.7 This policy and onsite arrangements will be linked into all Business Continuity Plans.

3. Scope

- 3.1 The scope and limitations set out in the authority's fire risk management strategy applies within the framework of this policy
- 3.2 This policy applies to all employees, volunteers, agency staff and elected members who are all required to comply.
- 3.3 When considering the terms on which work, services or supplies should be provided to the Authority, the relevant procuring officer will ensure specific provision in the contract concerning the health, safety and wellbeing of the contractor, its staff, Swansea Council employees and the public.
- 3.4 This policy applies to communal areas of council owned commercial premises and residences with multiple occupation but not to the individual residential council tenancies.



Corporate Health, Safety, Emergency Management and Wellbeing Service

4. Responsibilities

4.1 Cabinet

4.1.1 Cabinet will nominate one of its members as the portfolio holder for health, safety and wellbeing issues. Cabinet will promote this policy and comply with its provisions.

4.2 Chief Executive

4.2.1 With reference to the Corporate Health and Safety Policy, the Chief Executive is ultimately responsible for the health, safety and wellbeing of all employees and others who may be affected by the Authority's undertakings.

4.2.2 The Chief Executive is deemed to be the responsible person by the Fire Authority as per requirements of the Regulatory Reform (Fire Safety) Order 2005.

4.2.3 Will ensure that sufficient funds and other resources are provided for establishing, implementing and continual improvement of the fire risk management strategy and for identified fire safety statutory obligations requirements.

4.3 Corporate Management Team (CMT)

4.3.1 Ensure that this Policy is applied consistently across all directorates to ensure compliance with the Regulatory Reform (Fire Safety) Order 2005.

4.3.2 CMT will be collectively responsible for strategic fire safety planning through the production of a fire safety management strategy and for the periodic review of its fire safety performance, under the advisement of The Corporate Health, Safety, Emergency Management & Wellbeing Manager.

4.4 Health, Safety & Well-being Champion

4.4.1 Will have the responsibility and authority for:

a) Establishing, implementing and maintaining the Authority's fire risk management strategy.



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b) Report to the CMT on the performance of the fire risk management strategy, including recommendations for improvement.

4.5 Directors/Chief Operating Officers

4.5.1 Ensure Heads of Service deliver their responsibilities under this policy and report any failings or barriers that may affect compliance to CMT.

4.5.2 Ensure that the Heads of Service and all managers comply with procurement procedures for equipment or specialist services.

4.5.3 Ensure that there are “corporate databases” kept of all Authority owned and occupied premises where general fire precautions are required under the Regulatory Reform (Fire Safety) Order 2005

4.5.4 Ensure that through design and procurement process all new builds and refurbishments meet the requirements of the Regulatory Reform (Fire Safety) Order 2005; other relevant legislative requirements; the Authority’s management of fire safety policy and its fire risk management strategy.

4.6 Head of Service

4.6.1 Ensure that suitable and sufficient arrangements, funds and resources are in place to manage fire safety within their Service Unit to support the compliance of this policy and the Authority’s fire risk management strategy.

4.6.2 Ensure that risk assessment processes are undertaken and risks are minimised in those areas of work, or circumstance where a predictable risk of fire exists through the consideration of engineered fire suppression systems where appropriate.

4.6.3 Ensure that adequate monitoring systems are in place to evaluate the effectiveness of local arrangements to minimise the risks related to fire.

4.6.4 Identify within their Service Unit the risk profile for all Authority owned/occupied premises under their control to focus resources on the highest risk premises with a view to managing risks.

4.6.5 Ensure that general fire precautions are developed and implemented within their Service Unit to satisfy the requirements of the Regulatory Reform (Fire Safety) Order 2005 and any fire safety related performance indicator identified by the CMT.



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- 4.6.6 Ensure that there is effective consultation and communication between management, trade unions and staff to address fire safety risks and raise awareness of those risks e.g. SMT, Team Briefs.
- 4.6.7 Review fire data, premise/site risk profile, identify trends and take action as appropriate.
- 4.6.8 Identify key health, safety and fire risks and specify in the Service business plan, and ensure control measures are implemented to reduce the risk.
- 4.6.9 Appoint in writing a premises manager for those who will be in charge of a premises or part of a premises, and detail their responsibilities and duties under the Fire Safety Order with respect to:
- Carrying out a fire risk assessment
 - For the planning and implementing of general fire precautions and suitable fire safety and emergency procedures
 - For monitoring the fire safety arrangements and for reviewing the effectiveness of the arrangements.
- 4.6.10 Ensure the premises manager is competent to undertake their role, have access to competent fire safety advice and attend all mandatory training and any additional training identified in risk assessments.
- 4.6.11 Ensure arrangements are in place within their Service Unit for the required fire safety maintenance and inspection routine to be carried out by competent persons/contractors.
- 4.6.12 Where there are shared premises that the Service Unit occupies, ensure there is co-operation and co-ordination of fire safety arrangements with the premises manager for clarity of fire safety responsibilities.
- 4.6.13 Where the service unit leases or rents premises not owned by the authority for operational purposes, ensure general fire precautions; fire safety arrangements and policy requirements are adhered to.
- 4.6.14 Where authority owned premises, under the control of the service unit become empty, temporary or otherwise, ensure that fire safety and security arrangements are maintained, unless handover to Corporate Property Services has occurred.
- 4.6.15 Where commissioning via external contractors, ensure that a fire safety strategy is incorporated in the design; procurement and planning of new builds, refurbishment or structural alteration projects, in consultation with Building Control and Corporate Health and Safety.



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4.6.16 Where commissioning via external contractors, ensure that fire safety risk is assessed, controlled and managed during the construction phase of new builds; refurbishments or structural alterations of authority owned and occupied premises/sites.

4.6.17 Where commissioning via external contractors, ensure that planned alterations to any Authority premises/sites likely to affect the means of escape or other fire safety provisions, temporary or otherwise, is identified to the Premises Manager and Corporate Health and Safety service so that the existing fire risk assessment and Emergency Evacuation Procedures can be reviewed to take account of the proposed alteration in order to review the 'risk profile' of the premises.

4.6.18 Will in all instances that result in a fire causing damage or denial of access to a building, ensure that the Business Continuity Plan (BCP) is reviewed, recorded, and communicated accordingly.

4.6.19 Ensure that all premises managers are made fully aware of their role during the implementation of the BCP.

4.7 **Head of Service – Corporate Building Services (CBS)**

(In addition to responsibilities set out in 4.6)

4.7.1 Ensure that suitable and sufficient arrangements, funds and resources are in place for Authority owned and occupied public and commercial buildings to support the compliance of this policy and the Authority's Fire Risk Management Strategy.

4.7.2 Ensure the provision of technical assistance and support is provided by CBS officers when requested on aspects of fire safety impacting upon property management, to those identified as having responsibilities under this policy and within the fire risk management strategy framework.

4.7.3 Where commissioning via CBS, ensure that a fire safety strategy is incorporated in the design; procurement and planning of new build, refurbishment or structural alteration projects in consultation with Building Control Services and Corporate Health and Safety Service.

4.7.4 Where commissioning via CBS, ensure that fire safety risk is assessed, controlled and managed during the construction phase of new builds; refurbishments or structural alterations of authority owned and occupied premises/sites.

4.7.5 Building plans/ floor plans to be provided for all high and medium 'risk profile' premises which indicates correct building fire zones,



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protected fire escape routes, refuges, location of detection, fixed extinguishing devices or equipment and that such drawings are kept up to date.

- 4.7.6 Where commissioning via CBS, ensure that planned alterations to any Authority premises/sites likely to affect the means of escape or other fire safety provisions, temporary or otherwise, is identified to the Premises Manager and Corporate Health and Safety Service so that the existing fire risk assessment and Emergency Evacuation Procedures can be reviewed to take account of the proposed alteration in order to review the 'risk profile' of the premises.
- 4.7.7 Ensure that any general repairs or maintenance carried out to the structure or fabric of Authority owned premises does not compromise the means of escape or egress from the building.
- 4.7.8 Ensure the maintenance, inspection and testing of all fire detection and warning systems, portable extinguishers and fixed fire-fighting systems, emergency lighting, smoke control systems and any other preventative or protective measures in authority owned premises/sites is carried out by competent persons and in line with legislative obligations.
- 4.7.9 Ensure that copies of clearly written records of any maintenance, inspection and testing of active and passive protection are given to premises manager.
- 4.7.10 Ensure that a 'permit to work' procedure is in place for any operations involving:
- Hot works being undertaken on a premise
 - Isolation, removal or disconnection of any fire safety system

Ensuring that notification is given to the premises manager before such work is undertaken.

4.8 Head of Service – Property Services

(In addition to responsibilities set out in 4.6)

- 4.8.1 Ensure that suitable and sufficient arrangements, funds and resources are in place for Authority owned and occupied public and commercial buildings to support the compliance of this policy and the Authority's Fire Risk Management Strategy.
- 4.8.2 Ensure that the Authority's asset management database system is maintained and fit for purpose with the inclusion of information of



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the fire safety 'risk profile' rating details of all Authority owned and occupied buildings/sites.

- 4.8.3 Monitor on behalf of the authority the on-line Landlord's consent process of 3rd party leasing/rental arrangements within Authority owned and occupied premises/sites (non-commercial stock).
- 4.8.4 Will ensure that general fire safety precautions and security arrangements are maintained where a Service Unit hands over control and responsibility of authority owned premises to Property Services.
- 4.8.5 Ensure that all reported incidents of fire/near misses occurring in the communal areas of Authority owned commercial buildings are reported to the Corporate Health and Safety Service using the HS1 form and investigated.
- 4.8.6 Where authority owned business premises are leased to a third party business, to ensure the terms of the lease set out the roles and responsibilities of the council and the tenant with regards to the management of fire safety.

4.9 Head of Service – Housing & Public Protection

(In addition to responsibilities set out in 4.6)

- 4.9.1 Ensure that suitable and sufficient arrangements, funds and resources are in place for domestic stock to support the compliance of fire safety standards set out within the Welsh Housing Quality Standard (Ref. part 2).
- 4.9.2 Ensure that all reported incidents of fire/near misses occurring in communal areas are reported to the Corporate Health and Safety Service using the HS1 form and investigated.

4.10 Premises Managers

- 4.10.1 Premises managers are responsible for ensuring that suitable and sufficient arrangements are in place to implement the policy within their sphere of responsibility.
- 4.10.2 Ensure that general fire precautions implemented within their premises satisfy the requirements of the Regulatory Reform (Fire Safety) Order 2005. Such arrangements should be appropriate to the service undertaking; nature of the work activities and include effective planning, organisation, control, monitoring and review of the preventative and protective measures.



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- 4.10.3 Ensure that a suitable and sufficient fire risk assessment is undertaken and where the resulting action plan identifies preventative and protective measures, they are implemented.
- 4.10.4 Ensure all employees at the premises/site are made aware of:
- The fire safety risks to them identified by the risk assessment;
 - Preventative and protective measures in place
 - Emergency evacuation procedures and designated roles and responsibilities within those arrangements.
- 4.10.5 Will ensure that visitors/contractors are fully informed of the premises or sites fire safety arrangements and emergency evacuation procedures through its inclusion within the site induction process.
- 4.10.6 Ensure the fire risk assessment (FRA) is reviewed annually or when:
- There is reason to suspect that it is no longer valid.
 - There has been a significant change/alteration to the premises/site, change of occupation, staffing, operational service or use
 - Following an incident involving fire or arson event
- 4.10.7 Ensure a copy of the current fire risk assessment for the premises/site is readily accessible at all times.
- 4.10.8 Ensure that there is a written Emergency Action Plan (EAP) in place for the premises/site ensuring that all employees, and persons not employed by the authority, are provided with all relevant information on the emergency evacuation procedures.
- 4.10.9 Ensure that as a minimum, evacuation drills are undertaken, and recorded every 6 months, with the exception of domestic premises.
- 4.10.10 Ensure that there is a written Normal Operating Procedure (NOP) which sets out the procedure for the in-house inspection and testing of fire safety arrangements regime and outlines the roles of persons with designated responsibilities.
- 4.10.11 Ensure procedures for the inspection and testing of fire safety equipment, emergency routes and exits are in place, including arrangements to monitor the safe condition of the premises and the safe behaviours of employees, contractors and others in respect to fire safety.



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- 4.10.12 Maintain a premise/site 'Fire Safety Management File' which should include all relevant fire safety and maintenance checks documentation.
- 4.10.13 Ensure that contractors used to deliver any fire safety services are competent to do so through procurement.
- 4.10.14 In the event of proposals to carry out any remedial/alterations works to the facility, property or asset, a Building or Facility a landlord consent application must be completed and approval obtained via the Facilities Management prior to any works taking place.
- 4.10.15 Where the premises/site is shared, the premises manager will communicate, co-operate and co-ordinate fire safety arrangements with other responsible persons.
- 4.10.16 Report all incidents of fire/arson/near misses within the premise or site or those incidents that occur in communal areas of authority owned commercial premises and residences of multiple occupation to the Head of Service and the Corporate Health and Safety Service using the HS1 form. Investigate all incidents of fire and near misses.
- 4.10.17 Monitor general fire safety precautions within the premises/site and inform all other users in the building of any changes made to the fire risk assessment or fire procedures.
- 4.10.18 For fire safety advice and support the premises manager will contact:
- Corporate Health & Safety Service for advice on fire safety management issues and technical building related fire safety precautions advice.
 - For WHQS (part 2) fire safety advice (domestic dwellings) contact the Risk Management Surveyor.
 - Emergency Management for Business Continuity Plan support and advice
- 4.10.19 Will in all instances inform the Corporate Health & Safety Service, of any visit, inspection, formal request for interview, or information by any enforcing authority including the Fire Authority or Health and Safety Executive without delay.
- 4.10.20 The premises manager will familiarise and communicate their Business Continuity Plan including what actions need to be



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taken, including staffing and alternative working arrangements / premises to ensure critical services are maintained.

4.11 **Manager** (as defined by the Corporate Health & Safety Policy)

4.11.1 For managers responsible for external mobile or temporary sites e.g. Building construction works, highways, special events, they must ensure that:

- General fire precautions implemented to satisfy the requirements of the Regulatory Reform (Fire Safety) Order 2005. Such arrangements should be appropriate to the service undertaking; nature of the work activities and include effective planning, organisation, control, monitoring and review of the preventative and protective measures.
- Ensure that a suitable and sufficient fire risk assessment is undertaken and where the resulting action plan identifies preventative and protective measures, they are implemented.
- Ensure all employees at the premises are made aware of:
 - The fire safety risks to them identified by the risk assessment;
 - Preventative and protective measures in place
 - Emergency evacuation procedures and designated roles and responsibilities within those arrangements
- Ensure that there is a written Emergency Action Plan (EAP) in place for the mobile or temporary site ensuring that all relevant employees, and persons not employed by the authority, are provided with all relevant information on the emergency evacuation procedures.
- Maintain a site 'Fire Safety Management File' which includes all relevant fire safety documentation e.g. FRA, EAP

4.11.2 Ensure all employees receive fire safety information as part of their induction and on their being exposed to new or increased risks.

4.11.3 Provide all employees with adequate fire safety instruction and training to allow them to discharge their duties. Ensure that records of such training are kept on site.

4.11.4 Where there are changes to the fire risk assessment or fire safety arrangements ensure that all employees are informed of those changes.

4.11.5 Report any defect found which will affect fire safety arrangements to the premises manager.



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4.12 Employees

- 4.12.1 Accept and understand their responsibility for reducing the risks of injury and ill-health, and to cooperate and comply with any instruction given by management which is provided for reasons of fire safety.
- 4.12.2 Employees will comply with the provisions of all authority health, safety and wellbeing policies and fire safety arrangements.
- 4.12.3 Employees will conduct work in a manner which is safe for themselves, their colleagues and members of the public who may be affected by the employee's acts or omissions. Employees will follow all fire safety management instructions including evacuating during fire drills.
- 4.12.4 Where identified through risk assessment as a control measure, employees will attend any fire safety training provided and adopt the working practices.
- 4.12.5 Bring to their managers attention if they become aware of a work situation where there is a fire risk to themselves or others which has not been adequately addressed.
- 4.12.6 Not engage in unsafe practices and take unnecessary risks which have the potential to harm themselves, colleagues or members of the public. Employees will not misuse any equipment supplied by the Authority for fire safety.
- 4.12.7 Employees will not bring any electrical equipment into the workplace unless authorised by the manager

4.13 Corporate Health, Safety, Emergency Management & Wellbeing Manager

- 4.13.1 Will ensure the provision of advice and guidance via the Corporate Health, Safety, Emergency Management and Wellbeing Service to those identified as having responsibilities under this policy and within the fire risk management strategy framework.
- 4.13.2 Will feedback to Health, Safety and Wellbeing Champion on the performance of fire risk management systems within the Authority and highlight any weaknesses or risks within the system that needs action for improvement.
- 4.13.3 Ensure that all authority owned and occupied premises/sites (Public & Commercial) have a suitable and sufficient fire safety 'risk profile' rating



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based on the facility's known design, means of escape; occupancy characteristics; activities; location and heritage status.

- 4.13.4 Ensure the provision of advice and guidance to manage fire safety where the Authority retains a landlord function.
- 4.13.5 Work in partnership with the Mid and West Wales Fire Authority through planned joint fire safety inspections and audits of authority buildings whose risk profile has been judged to be High, Medium and Low risk. Collaborate with the Fire Authority with a view to minimise risk.
- 4.13.5 Provision of the mandatory fire risk assessment training course for authority premises managers and e-learning fire safety awareness course for employees.
- 4.13.6 Collate all data submitted by managers as a requirement of this policy, and ensure its analysis and interpretation.
- 4.13.7 To ensure that all RIDDOR applicable fire accidents/incidents/near misses reported are referred to the appropriate enforcing authority e.g. HSE.
- 4.13.8 To bring to the attention of the Health, Safety and Wellbeing Champion and Executive Board any known serious or uncontrolled risks.
- 4.13.9 Liaise with HM Inspectors of the Health and Safety Executive and other regulatory agencies (Fire Authority) on behalf of the Authority, and coordinate any response to a request for information.

5. Review and Monitoring

- 5.1 The requirements of this policy will be monitored by way of a risk-prioritised process of auditing. All Service Units within the Authority must be able to demonstrate compliance with this policy.
- 5.2 The training and responsibilities of individuals will be monitored by the Authority through its management and appraisal processes.
- 5.3 Where necessary the Authority will take appropriate action to ensure that this policy is upheld.
- 5.4 This policy will be reviewed by the Corporate Health, Safety, Emergency Management and Wellbeing Manager every 3 years or if:
- New legislation is published or existing legislation is updated.



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- New guidance is published or existing guidance is updated.
- Research, monitoring or auditing suggests that a review may be required.
- Incident investigation suggests that a review may be required.

6. Reference

- Regulatory Reform (Fire Safety) Order 2005
- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Construction (Design and Management) Regulations 2015
- Welsh Housing Quality Standard (Guidance) 2008



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Corporate and Guest WiFi Policy (2019-20)

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Version Control:

Date	Version	Author(s)	Comments
August 2014	1.0	ICT	Policy created
April 2018	2.0	Digital Services	Policy Refresh (GDPR)
June 2019	3.0	Digital and Transformation Services	Policy Refresh

1. Purpose of the policy

- 1.1 This policy sets out guidelines for the use of Swansea Council's wireless internet connection (WiFi) available free within the Civic buildings for users of corporate devices.
- 1.2 Compliance with this policy will assist the Council in meeting the following latest legislative requirements:
 - Children's Internet Protection Act (CIPA)
 - Data Protection Regulations
 - Anti-Terrorism Act
- 1.3 Failure to effectively implement this policy creates risks for the Council and its citizens. The Council reserve the right to limit or end an individual's wireless session whose activities interfere with Council operations or cause any disturbance.
- 1.4 If any user is found to have breached this policy, they may be subject to disciplinary procedure. If a criminal offence is considered to have been committed further action may be taken to assist in the prosecution of the offender(s).

2. Scope of the policy

- 2.1 This policy applies to all permanent and temporary employees, elected members, visitors and external agents working for or on behalf of the Council.

3. Corporate and Guest users

- 3.1 There will be only two types of users that will be granted access to the Wifi system. Corporate access is for staff and members within the Council and guest access is for visitors to the civic buildings.
- 3.2 Limited guest access will only be granted to visitors who have been registered by a member of staff prior to their visit. Guest access can only be used by the person registered and not be transferred to a different person.

4. Access and Usage

- 4.1 All individual (as identified in 2.1) wishing to use the Council's WiFi must conform to this policy. A pop-up screen will be made available to guest users to read and accept prior to use.
- 4.2 The Council makes no guarantees with regards to WiFi availability, access speed or secure connections.
- 4.3 Corporate access is only available to staff who are using encrypted devices provided by the Council.
- 4.4 The Council will not be held responsible for any damage to personal hardware or software or for virus infections or other consequences caused by external guests using the WiFi. All guest users are responsible to ensure they have up-to-date virus software to protect personal devices.

- 4.5 The WiFi may only be used for designated and legal purposes. Illegal or prohibited acts shall include but not limit to:
- Unauthorized downloading of copyrighted content
 - Viewing obscene or sexually explicit material
 - Falsification of documents
 - Violating software licenses
 - Attempting to damage Council software/hardware configurations and networks
 - Solicitation, theft, harassment, religious or racial hatred or cyber-bullying
 - Compromising system security
- 4.6 All users must make appropriate choices about the images viewed when others are present. Areas within the civic buildings are public places that serve people of all ages and sensibilities.
- 4.7 The Council cannot guarantee a secure connection when individuals are using the guest WiFi. Any information that is entered or display may be captured by anyone with a wireless device and the appropriate software. The Council will not be responsible for loss of any guest data.
- 4.8 The Council is not responsible for any changes that guest users make to their device in order to use the WiFi service.
- 4.9 The use of headphones or muted sound is required when using equipment to avoid disturbing others.
- 4.10 Do not leave equipment unattended. The Council is not responsible for equipment that is lost or stolen.
- 4.11 Access to WiFi is only available to guest users during normal working hours and may be restricted to certain sites.
- 4.12 WiFi accounts will be enabled for a fixed period at the time they are created. The period length can vary depending on requirements.
- 4.13 Printing facilities will not be available for guests when using the Wifi.

5. Security Monitoring

- 5.1 The WiFi network connection may be **subject to monitoring** for security, legal or troubleshooting purposes. Swansea Council reserve the right to monitor activities, filter content and control or prohibit usage.

6. Technical Support

- 6.1 The Council is available to provide basic assistance in connecting to the WiFi. Contact details are as follows: ITPR.countyhall@swansea.gov.uk
- 6.2 Complaints regarding violation of this policy should be directed to the above contact details and where possible include details that would assist us in our investigations.

SCHEDULE 2 – PERFORMANCE MONITORING

PART 1 – INTRODUCTION

Introduction

- 1.1 This Schedule 2 introduces two means of assessing the Partnership's performance:
 - 1.1.1 Performance Standards considered in Part 2 and Part 3 of this Schedule 2; and
 - 1.1.2 the Annual Performance Standards KPIs considered in Part 4 of this Schedule 2.
- 1.2 The HUB Management Committee (HMC) shall monitor the Partnership's performance against the Annual Performance Standards KPIs and the Performance Standards including (but not limited to) where failure is discovered and reported by:
 - 1.2.1 the Authority's Authorised Representative;
 - 1.2.2 the Contractor's Personnel;
 - 1.2.3 Users;
 - 1.2.4 the Contractor itself via the safety notices/records/reports/risk assessments that the Contractor is required to complete (as set out in the Specification).
- 1.3 The performance monitoring system provided by this **Error! Reference source not found.**2 may, at the instigation of either Party, be subject to annual review. Any amendments to this Performance Monitoring System must be agreed in writing by both the Authority and the Contractor or implemented as a Change.

PART 2 – PERFORMANCE STANDARDS AND PERFORMANCE FAILURES

- 1.1 The Performance Standards have been divided into two separate categories, namely:
 - (a) Facility Performance Standards
 - (b) Service Performance Standardstogether the **Performance Standards**.
- 1.2 A **Performance Failure** shall have occurred where a Party fails to meet the requirements of any of these Performance Standards.
- 1.3 The HMC shall be responsible for identifying the Party responsible for a particular Performance Standard, via reference to the Specification.

PART 3 – PERFORMANCE MONITORING PROCESS

1. Rectification Periods

- 1.1 Where a Performance Failure has occurred, the Party responsible for that Performance Standard shall be allowed a Rectification Period in which to rectify it, according to Appendix B – Facility and Service Performance Standards Rectification Periods.
- 1.2 For the avoidance of doubt, a Party shall not be entitled to a Rectification Period for an Annual Performance Standard.
- 1.3 When a Party becomes aware of a Performance Failure it shall have an obligation to rectify the failure within the Rectification Period.
- 1.4 Where a Performance Failure will take longer than the defined rectification period to be resolved, this should be reported to the HMC who must also be provided with an update via the Contractor's Performance Failure Log. This includes any actions reported through relevant safety notices/records/reports/risk assessments.

2. Extended Rectification Period

- 2.1 If the Party wishes to extend the Rectification Period, the Contractor shall apply to the HMC, via email to the Chair of the HMC, requesting an extension of the Rectification Period and setting out:
 - 2.1.1 the reasons for the extension request;
 - 2.1.2 an explanation of any steps already taken to resolve the Performance Failure; and
 - 2.1.3 the proposed approach to avoid a similar Performance Failure arising in the future.
- 2.2 The Rectification Period shall only be extended with the written consent of the HMC, such consent not to be unreasonably withheld.

3. Performance Failure Remedy Notices

- 3.1 If the Performance Failure has not been resolved within the Rectification Period or extended Rectification Period (if one has been granted in accordance with paragraph 2.2 above), the HMC will issue the Party's Authorised Representative with a Remedy Notice.
- 3.2 A **Remedy Notice** will provide:
 - 3.2.1 a summary of the Performance Failure;
 - 3.2.2 any relevant information and progress against the Performance Failure, as understood by the HMC; and
 - 3.2.3 an additional Rectification Period at the end of which the Performance Failure must be remedied or a Default Notice is served;

4. Default Notice

- 4.1 If the Performance Failure has not been resolved by the date provided for when the Performance Failure must be remedied (as set out within the Remedy Notice), the HMC will issue the Party's Authorised Representative with a Default Notice.

- 4.2 A **Default Notice** will provide:
 - 4.2.1 a summary of the Performance Failure; and
 - 4.2.2 any relevant information and progress against the Performance Failure, as understood by the HMC;
 - 4.2.3 The relevant timescale required to remedy the Performance Failure (Default Notice Period).
- 4.3 The Non-Defaulting Party will then, have the option to terminate the Management Agreement at the end of the Default Notice Period, if the Performance Failure persists.

PART 4 – ANNUAL PERFORMANCE STANDARDS KPIs

1. **Annual Performance Standards KPIs**
 - 1.1 The **Annual Performance Standards (APS)** which the parties have agreed are as set out in the table at **Error! Reference source not found.** to this **Error! Reference source not found.**
 - 1.2 The Contractor shall monitor its performance against each Annual Performance Standard and shall send the Authority a report detailing the achieved Annual Performance Standard in accordance with the Agreement.
 - 1.3 Where there is a performance failure in respect of one or more of the Annual Performance Standards (**APS Failure**) the Authority shall issue an APS Notice.
 - 1.4 The APS Notice shall outline the relevant Annual Performance Standard(s) outstanding and provide a timescale for the APS to be met (APS Notice Period).
 - 1.5 If the APS remains outstanding at the end of the APS Notice Period, then the Authority shall issue a Default Notice outlining the relevant APS outstanding and provide a deadline for the submission of the APS (the APS Deadline).
 - 1.6 If the APS remains outstanding after the APS Deadline, the Authority shall be entitled to terminate the Management Agreement.

Appendix A

Annual Performance Standards KPIs

Annual Performance Standard
Provision of an annual business plan
Customer Survey Report
Licenses and Legislation Compliance Report
Schedule of Creative Programme
Marketing Plan
Pricing Schedule
Funding Strategy
Proposals for Minimum Opening Hours

Appendix B

Facility and Service Performance Standards Rectification Periods

Services Specification Reference	Service Performance Standard	Rectification Period
Part 1C Customer Service	Provide the Customer Complaints and Feedback Summary as part of the Quarterly Performance Monitoring Report.	1 week
Part 1C Catering	Compliance with relevant health and safety regulations. The Contractor shall ensure that appropriate safe methods of work are in place and all staff shall have access to relevant information relating to health and safety and risk assessments.	24 hours
Part 1C Marketing	Agreed event plan and marketing content	1 week
Part 1C Creative Programme	6 month period programmed and agreed contracts 12 month outline programme defined	1 week
Part 1C Reporting	Failure to provide the: <ul style="list-style-type: none"> - Financial Report - Marketing and Publicity Plan - Report a Major Incident - Quarterly Monitoring report 	24 hours 1 week 4 hours 1 week

Services Specification Reference	Facility Performance Standard	Rectification Period
Part 1D Pricing Requirements	Provide updated visitor pricing annually to the Authority no later than 31st March, prior to implementation in the following Contract Year	1 week
Part 1D Opening Hours	shall be accessible during the Minimum Opening Hours	4 hours
Part 1D Activity Programming	6 month activity programme plan forecast and agreed	1 week
Part 1D Health and Safety Management	any surface water and other liquid spillage within internal areas causing dangerous floor surfaces is dealt with immediately upon identification of the problem and signed appropriately.	1 hour
Part 1D Equipment	any item of equipment that, at any time, is found to be defective or has failed and so poses a hazard is immediately withdrawn from service. The Contractor shall make it secure and ensure it cannot inadvertently be used	24 hours
Part 1D Access	Safety management plan in place	1 week
Part 1D Legislation and Policy	Full compliance with all Legislation and Policy outlined in Schedule 1	2 weeks
Part 1D Lighting	Swansea Council maintenance plan approved	24 hours
Part 1D Staffing	HUB Duty Managers will be fully trained in the venue Fire Risk Assessment, Health & Safety responsibilities and processes and Fire Emergency Action Plans.	1 week

SCHEDULE 3

Method Statement

GRAND Multicultural HUB (HUB)

Delivery of service and requirements outlined in the specification.

GRAND Multicultural HUB Outline

Creation of the GRAND Multicultural HUB within the Arts Wing of the Grand Theatre Swansea will develop a new innovative contemporary programme of professional Performance, Cultural celebration and community practice and develop a diverse range of participants and new audience members.

All programmes will be delivered by RCC in partnership with either Swansea Council, one or more of the 23 grassroots community organisations or independent artists and organisations whose work either supports the Creative programme remit, supports audience development or provides income.

Race Council Cymru (RCC) Aims and Objectives

Race Council Cymru works to promote race equality, Art, heritage and cultural activities for black and minority ethnic communities across Wales. We work to eliminate racial discrimination, promote equality of opportunity and good race relations between people from different racial backgrounds.

Race Council Cymru is committed to breaking down barriers, promoting participation and community cohesion and integration as well as facilitating a better understanding of BAME people in Wales.

RCC is involved in the promotion of equality and diversity for the public benefit by for example:

- the elimination of discrimination on the grounds of race, culture, ethnicity, nationality and language
- advancing education and raising awareness in equality and diversity
- promoting activities to foster understanding between people from diverse ethnic backgrounds; conducting or commissioning research on equality and diversity issues and publishing the results to the public
- cultivating a sentiment in favour of racial equality and diversity

Primary Stakeholders Forum

Race Council Cymru established and manages a Primary Stakeholders Forum, which is made up of key national organisations working towards the elimination of race discrimination and inequalities in Wales. The Forum is a vehicle for organisations to discuss and identify common issues relating to racial prejudice and discrimination and inform Race Council Cymru's strategic direction and actions. The Forum meets quarterly and comprises 37 organisations; one of which is Race Council Cymru's Black History Wales Steering Committee that has 117 member organisations and individuals.

RCC Governance

RCC is a Registered Charity (number 1148598) and Private Company Limited by Guarantee, registered in England & Wales (Company Number 07863274), incorporated in 2011 with a board of 8 directors who are also charity trustees (as defined by section 97 of the Charities Act 1993).

The board members are from a diverse range of backgrounds and their professional expertise is varied and relevant to the work of the charity. The board meets quarterly and is responsible for the strategic direction, governance and policy of the charity. All board members have voting rights and give their time voluntarily and receive no benefits from the charity.

Risk management

The trustees have a duty to identify and review the risks to which the charity is exposed and to ensure appropriate controls are in place to provide reasonable assurance against fraud and error. The trustees have the responsibility to manage risk to sustain the organisation and ensure that all its activities are risk assessed before they are carried out. Systems and procedures have been established to mitigate the risks the charity faces. Internal control of risk is minimised by the implementation of procedures for authorisation of all transactions and projects. All relevant policies are regularly reviewed periodically to ensure that they meet the needs of the charity.

HUB GOVERNANCE

Good governance is at the heart of the success of the HUB. It is essential in order to achieve our objectives that we maintain good and fair management which is effective and efficient but also equitable and inclusive.

RCC will put in place appropriate Governance to directly manage:

- The working practices of the HUB and its community partners.
- The sharing of the spaces on Floors 1 and 2
- The working practices of organisations and individuals engaged to work in the HUB on floors 1 and 2

Each HUB community partner has completed a signed partnership agreement with RCC, and agreed to abide by the guidelines listed in said agreement.

Each HUB community partner is individually governed by its own board of directors, trustees, Aims and Objectives, Constitutional guidelines, in place, dependant on their own governance structure.

RCC will work in partnership with Swansea Council to successfully:

- Develop the commercial spaces on Floor 3.
- Develop practices on Floor 3 to engage a wider and more diverse audience
- Develop practices that provide an income rising to the required target of £156K per annum

RCC will have direct lines of communication with all HUB partners, (as well as the RCC office staff being onsite and accessible during HUB working hours) and it is not expected that HUB partners will contact Swansea Council directly, but that HUB partners information will be collated and delivered within regular reports via RCC.

PLANNED GOVERNANCE GROUPS

1. HUB Management Committee (HMC)
2. HUB Programming Board (HPB)
3. HUB Partnership Committee (HPC)

COVID19

Members of the groups above that cannot meet in person during Covid19 will join via zoom/ teams

HUB Management Committee

RCC will form a HUB Management Committee (HMC) to meet monthly in year 1 (Quarterly for the rest of the Term) in order to:

- Monitor the progress of the 5-year Contract performance
- HUB development plan
- Monitor the HUB programme schedule of activities
- Monitor the HUB finance plan
- Contractual escalations

The HMC will be formed of Swansea Council Head of Cultural Service, Councillor for Investment, Regeneration and Tourism, RCC Founder & RCC Director.

Quorum

A meeting of the HMC shall be quorate if it is attended by 3/4 of its representatives to include the Chair or Vice Chair and a representative from RCC and Swansea Council.

Leadership

The Chair and Vice Chair of the HMC shall be representatives from Swansea Council and RCC respectively.

Decision Making

Decisions of the HMC shall be made by a simple majority vote. In the event that a consensus cannot be reached then the Chair of the meeting shall have the casting vote.

HUB PROGRAMMING BOARD

The Programming Board will be formed of 1 RCC representative and 1 administrator (RCC administrator will act as group secretary to minute meetings), HUB programmer, Swansea Council Cultural Service Strategy Manager; Business Development Manager, Swansea Grand Theatre Manager, Swansea Grand Theatre Technical Lead, 1 Swansea Grand Theatre representative and 2 nominated person/s to represent HUB wider partner organisations.

The current 2020-21 Programme Board representatives are:

Uzo Iwobi
Adele Dunstan (admin/ sec)
Kay Denyer
Chris Mellor
Rebecca Merry
Rebecca Francis
Nominated wider communities representatives

HUB Partnership Committee

The HUB Partnership Committee is to share updated information about the progress and development of the HUB and to gather advice and feedback from HUB Community partners

HPC to be formed of representatives from RCC, permanent office staff, CCS, Grand theatre staff and nominated community partners

The HUB Partnership Committee (HPC) meeting agenda will be distributed by RCC to all HUB community partner leads in advance of each meeting for items to be added and comments collated on their behalf to be voiced by their nominated representative/s at each meeting. All HPC meeting minutes will be distributed to all HUB partner leads within 7 days.

Complaints procedure

A complaints procedure will be in place and will be brought to the HPC meeting, via the HUB partners representative/s.

If satisfactory solutions cannot be found during presentation at the HPC, supporting independent advisory organisations will be addressed to mediate e.g. SCVS.

IMPLEMENTATION PLAN

The implementation plan is based on new and innovative practices and programmes, user and audience development, but initially works within current Swansea Grand staff practices in place for year 1.

Restrictions to independent opening hours (i.e. Part building, Arts Wing only) apply whilst the Fire Risk assessment and current fire safety system and Fire Emergency Action Plans are in place – this will develop as proposed Zoning and the Fire safety system is redesigned.

Year 1

Venue Opening Hours

The hours of activity are **initially** based on a minimum of 72 hours per week

- 6 days per week from Monday to Saturday (inclusive)
- 12 hours per day from 8am opening to 8pm closing
- Additional evening hours extending to 11pm as a growing programme of evening activities, events and performances develops
- Additional Sunday opening and a full 7-day week maximum opening hours of 105 hours per week by 2020-year end.

COVID19

Due to the current effects of Covid19 – and the main building not being open to the public for performance - opening hours will be designed in support of activity taking place in the Arts Wing only.

Staffing Venue Access

The current plan initially relies on the current Grand Theatre Stage Door staff and access system being in place between opening hours 8am and 8pm (extending to 11pm during performance days) and a Swansea Grand staff Duty Manager/s being on site for the duration of the venue's activities.

RCC will assign 1 member of staff as HUB Duty Manager for floor 1 and 2 during office open hours. The HUB Duty Managers will be appointed employees from RCC, ACC & CIWA (resident office staff) and all dedicated HUB Duty Managers will be fully trained in the venue FRA, H & S responsibilities and processes and Fire Emergency Action Plans.

Initially floor 3 will remain the responsibility of the current Grand Theatre Duty Manager.

The HUB will incorporate the current Grand Theatre Fire Emergency Action Plan in place with fire location being assessed and emergency services being activated by Grand Theatre Stage Door staff member & Duty Manager. The HUB Duty Manager for floors 1 & 2 will execute the Fire Emergency Action Plan for these floors on hearing the fire alarm, voice warning for evacuation or on Grand Theatre Duty Manager instruction.

COVID19

Due to the current effects of Covid19 in Wales and venue not delivering a public programme on floor 3 at present, the Grand Theatre Duty Manager will be placed at stage door and is responsible for activating the Fire Emergency Action Plan from that position.

Main Venue entrance

Ground Floor

Main entrance doors and ground floor foyer area will be managed initially by Grand Theatre Staff Duty Manager. The main foyer, near to entrance doors, will be furnished with a digital notice board with information about the day's HUB activities and a guide to rooms and HUB staff onsite.

COVID19

A full Covid19 risk assessment will be designed for entry, usage and egress of the HUB to current WG guidelines

As the HUB activity programme develops in the Arts Wing, entry will be required via the front entrance and a HUB representative will be placed at the front doors to allow access. This entrance will form the entrance route in to all Arts Wing spaces. The exit route will be directed via the second staircase and side door.

All persons entering the Arts Wing to take part in HUB activities will be pre-registered, assigned a scheduled entry and leaving time, have completed the RCC Risk Assessment and all complete all entry requirements to abide by the Welsh Government guidelines.

Arts Wing HUB staffing

COVID19

Due to the current effects of Covid19 in Wales, additional Covid19 trained staff will be needed to be assigned to monitor implementation of the risk assessed usage of the HUB spaces and to deliver sanitisation of rooms between use by different groups.

All activities will be pre scheduled in each room, allowing a minimum of 30 minutes of sanitised cleaning of surfaces and airing time between sessions of use.

The air-conditioning system in place in each of the HUB spaces provides clean outside air circulation throughout.

Floor 1

Staffing on Floor 1 will be the Office Manager from RCC who will be responsible for:

- Staff and volunteers (working in RCC office, Hot Desking Area and Digital Hub)
- Clients & visitors (visiting RCC office, Hot Desking Area and Digital Hub)
- Access routes (Keeping Floor 1 hallway, staircase and lift access, and routes to adjoining building clear at all times)
- Monitoring access to meeting Room A
- Monitoring Access to 'Freezer Room' office
- Monitoring Access to Crush Bar 1

Meeting Room A on Floor 1 will be available for scheduled sessions pre booked via the Artifax booking system.

The pass key for Meeting Room A will be kept in the RCC office and signed out for the duration of the scheduled meeting/s, and returned at session end.

'Freezer Room' Office

The aim for this office is that it will be a shared permanent office space and that HUB partner's staff working in this room will share responsibility for:

- Staff and volunteers (working in Freezer Room office)
- Clients & visitors (visiting Freezer Room office)
- Access routes (Keeping Floor 1 hallway and routes to adjoining building and staircase clear at all times)

At present until further funding can be accessed to upgrade the freezer room with necessary requirements i.e. airflow/lighting etc - it will remain a room for HUB storage.

Crush Bar 1

Crush Bar 1 on Floor 1 will be used as an overspill area for non-confidential meetings (outside of scheduled bookings via Artifax) and will be monitored by RCC

Floor 2

Staffing on Floor 2 will be by Office Managers from ACC & CIWA who will be responsible for:

- Staff and volunteers (working in ACC & CIWA office spaces)
- Clients & visitors (visiting ACC & CIWA office spaces)
- Access routes (Keeping Floor 2 hallway, staircase and lift access, routes to adjoining building clear at all times)
- Monitoring access to meeting Room B

Meeting Room B on Floor 2 will be available for scheduled sessions pre booked via the Artifax booking system.

The pass key for Meeting Room B will be kept in the RCC office and signed out for the duration of the scheduled meeting/s, and returned at session end.

Crush Bar 2

Crush Bar 2 on Floor 2 will be used as an overspill area for non-confidential meetings (outside of scheduled bookings via Artifax) and will be monitored by ACC & CIWA.

Programming

COVID19

Due to the current effects of Covid19 in Wales, a full programme of performance for year 1 will now be postponed for delivery between April 2021 and March 2022. Development of individual Artist's work and small Arts collectives, who can be housed in spaces that allow work to take in socially distanced spaces, will be possible on completion of rebuild.

Opportunities to film individual performances and activities onsite and livestream to a wider online audience is under consideration.

Programming on Floor 3

Swansea Council will fund RCC for 1 full-time programmer's role for year 1.

The programmer's role will be responsible for developing:

- A diverse network of contemporary Artists to work within the Arts Wing
- Partnerships with producers to create and pilot work in the venue
- A professional programme of performances and events
- A programme of HUB community activities and events
- An outreach programme to engage young people in Performance Design, Technical and production skills

The programmer will schedule events through the Artifax system working in partnership with Swansea Grand Main House programmer and other Swansea Council venue programmers to:

- Support joint programmes and events across the City
- Avoid programme clashes of core events
- Support activities and share resources where possible with joint event planning and promotion
- To engage with venues across Wales to share best practice and develop a touring strategy for diverse contemporary work

Additional Programmer responsibilities will be to:

- Develop funding streams to support the Diverse Arts programming
- Support HUB community members to develop their ideas and processes to create successful events
- Support HUB community members to access funding to deliver their activities and events

The Arts Wing HUB programmer will work closely with HUB partners to develop an advance programme of events for floor 3 between 2020 and 2022. Scheduling events & activities between 12 and 24 months ahead is imperative to allow sufficient time for planning, promotion and funding to be realised successfully.

Floor 3 HUB Community programme

The aim in year 1 is to build a diverse programme on floor 3 that develops new audiences to the Arts Wing for activities including:

- Cultural celebrations
- Music & dance performances
- Creative development
- Youth development programmes
- Adult Creative skills sessions (with supporting creche facilities)
- Presentations and training sessions

Floor 3 HUB Professional programme

The aim in year 1 is to engage a diverse programme of professional Artists and companies creating high quality contemporary work to perform in the Arts Wing, to begin to schedule an outstanding performance programme that builds a regular dedicated audience for each of the strands/ Artforms delivered. Events sourced from Wales, UK and Internationally will include:

- Drama, dance and music performances
- Children's drama and storytelling
- New writing and scratch, pilot, premieres of new productions
- Presentations, Q & A's and talks linked to programmed items
- Workshops and participatory activities linked to programmed performances
- Comedy

Floor 3 HUB Commercial programme

The aim in year 1 is to engage organisations that seek to host their activities in a building that champions diversity. To develop a resilient income stream of hires by commercial/ large organisations in a number of spaces but primarily on floor 3, the Depot Theatre, Rear Studio and the Digital HUB on floor 1. Activities would include:

- Presentations and Training events
- Conferences and networking events
- Staff & board development
- Engagement events/ Trade Fairs/ Employment Fairs
- Usual service delivery i.e.: Diabetes research, Welsh blood service

Programming on Floors 1 and 2

HUB programming on Floors 1 and 2 will incorporate a range of activities, some based in current Community practice, others developing new practices in creative and digital skills.

COVID19

Due to the current effects of Covid19 in Wales, the majority of community activity planned on floors 1 and 2 will now begin development in January 2021. Proposed activities before that date will be fully risk-assessed and only delivered if possible to do so within current Welsh Government guidelines.

Current Community Practice moving to the HUB

Hub Partners currently deliver support to their communities across the City and County of Swansea in a number of ways through a variety of services. By bringing these essential support services into the Arts Wing, we are expecting to increase the visitor numbers to the venue significantly.

The current programme of HUB services will include:

- Counselling
- Translation
- Language skills (primarily English and Welsh)
- Health and welfare advice;
- Financial advice
- Legal advice
- Hate Crime prevention
- Youth Training
- Family support services
- Autism support services
- Refugee and Asylum Seekers support
- Training (including Multi-Cultural, Unconscious Bias and Equalities training)

HUB programme development

There will be opportunities to both extend the current community services and to create new services and skills sessions including:

- Digital and IT skills sessions
- After school sessions
- Community & Commercial meetings and development session
- Youth development and training
- Talks & Presentations
- Planning sessions & networking
- Advice surgeries

The HUB will also provide access to desk space & digital equipment and Wi-Fi for study and administrative work initially for HUB partners and extended to hot desking hires for non-HUB partners.

Marketing

Marketing and promotion of the HUB and its programme of events & activities will be a shared responsibility between RCC, HUB partners and Swansea Council via Swansea Grand Theatre Marketing Dept.

Promotion of events must be delivered in several formats and languages in order to engage as many new participants and audience members as possible, whilst keeping the small number of current regular visitors informed.

The Grand Theatre's new branding and marketing strategy will be used as the overarching template to guide the design and promotion of the HUB

Initial aims to maximise promotion across as many platforms as possible:

- Create the GRAND Multicultural HUB programme information to be hosted on main listings page of the new Grand Theatre website tbc
- Create a GRAND Multicultural HUB website with full information that will link to Grand website programme listings
- Create HUB Social media platforms
- Link to all HUB partners websites and social media platforms

- Work closely with HUB community leads to develop promotion and marketing in accessible ways for their community members
- Develop Welsh language HUB pages – consider additional language pages
- Continue to use Whats App HUB groups
- Develop promotional ideas to engage new audiences
- Work closely with Swansea Grand Marketing team

Scheduling and Fair Allocation of HUB space

COVID19

Due to the current effects of Covid19 in Wales, the majority of community activity planned on floors 1, 2 and 3, will now begin delivery in January 2021. It is proposed that we take the opportunity to design new or adapted activities that can be delivered within Welsh Government guidelines, between build completion and January 2021. This will place the HUB in a better position, having tried and tested new ideas, to forecast a full programme with fuller participation in January 2021.

RCC first task is to encourage all community members to visit the Arts Wing to see first-hand what opportunities there are available. It is estimated that 90% of all HUB community members will be first time visitors to the Grand Theatre Building, and it is therefore imperative that these first-time visits are enjoyable and welcoming experiences and supported by RCC and Grand Theatre staff. The next step is supporting the communities to ‘trial’ or ‘test’ the HUB spaces at nil cost to explore what activities will work and encourage wider participation. This opportunity to ‘trial’ or ‘test’ spaces and equipment will be shared with equal allocation across HUB partners so that they benefit equally and can explore how the HUB can best benefit their communities.

The schedule will support HUB partners with a space and time allocation each week to:

- Invite their communities to trial the HUB spaces
- Test each space and how it works for their needs
- Explore access to new services and equipment
- Develop ideas for activities that can be supported onsite and in which space
- Deliver current activities in the new spaces to compare

HUB partners will be allocated equal free use time in HUB spaces in Quarter 3 of 2020-21 (October to December 2020, dependent on Covid19 and social distancing in place) and ‘tests’ and trials’ of new activities will be reviewed at each HUB Management Committee meeting (HMC) to see the benefit of continued programme.

Hot Desking Area

The Hot desking Area is one space that HUB partners will receive an ongoing allocation of free usage to encourage the community leads to base their core business in the HUB. This was one area of need highlighted in the original formation of the HUB and this ongoing free allocation per week is aimed at securing the HUB partners to make the Arts Wing their permanent home or core office address.

Hot Desking Area Provision:

- 12 desk spaces per hour
- 144 desk hours per 12-hour day
- 864 desk hours per week
- 23 Hub partners allocation of 12 desk hours per week each
- 276 desk hours if taken in full

Flexibility:

HMC will have scope to extend regular user's desk hours if a selection of users doesn't use their allocation.

Allocation of spaces for trial use can work on a daily basis with different time options for each HUB partner so that 'prime' time can be shared fairly.

Example of 1 day may be delivered in this format initially until exact needs can be formalised.

DAY 1	Hot desking hours	Digital Hub desking hours	Digital Hub room	Meeting Rm A Small	Meeting Rm B Large	Meeting Rm C Mid	Rear Studio	Depot Theatre	Community Kitchen
8am	12	16							
9am	12	16	1						
10am	12	16	2						
11am	12	16	3						
12 noon	12	16	4						
1pm	12	16	5						
2pm	12	16	6						
3pm	12	16	7						
4pm	12	16	8						
5pm	12	16	9						
6pm	12	16	10						
7pm	12	16							
8pm	12	16							
9pm	12	16							
10pm	12	16							
11pm									

FINANCE | Floors 1, 2 and 3**COVID19**

Due to the current effects of Covid19 in Wales, the majority of community activity planned on floors 1 and 2 will now begin development in January 2021. Funding will need to be sourced to support loss of revenue from space hire and delivery of activities up to a point when the spaces can be used to capacity and generate income.

Floors 1 and 2

As agreed, Swansea Council will provide Floor 1 and 2 with utilities, servicing, repairs, maintenance and cleaning of the venue and integral systems and services currently in place for a minimum period of 5 years. There will be no recharge to Race Council Cymru for this provision during this period. Floors 1 and 2 (inclusive of all access and egress points) will be used by the HUB organisations and communities at **NIL** cost from Swansea Council. This is inclusive of the floor 1 additional office space (freezer room), use of Crush Bar 1 and use of toilets on floor 1. Also inclusive of use of Crush Bar 2 and toilets on floor 2.

SWANSEA COUNCIL

Floor 3

All income for hires on floor 3 will be invoiced for directly by the Grand Theatre Swansea. Ticket sales for events in the Arts Wing Theatre will go directly through Grand Theatre via the box office sales system Spektrix.

GOVERNANCE of SWANSEA COUNCIL INCOME

Finance reports will be delivered monthly in year 1 and quarterly thereafter to the HUB Management Committee. Total Income received at financial year end, up to the level of the forecast income of £156,000 will be through Spektrix and Artefax booking systems.

Forecast income

Forecast Income of £156,000 for the first full programming year has been calculated on development of space hire, ticket sales and income from catering and café bar sales. (For reference income from all activities in 2019 -20 totalled £36,000).

FINANCE RCC HUB

Costs of Floor 1 and 2 that will be financed in full by RCC HUB are:

Wi-Fi provision, Digital HUB, Hot desking and office-based equipment and furniture servicing, repairs, and insurance.

RCC HUB will raise monies to finance the items listed above through rental of managed spaces on Floors 1 and 2, namely permanent office rental and room hire.

GOVERNANCE of HUB INCOME

Income from all rental, hires and activities delivered in Arts Wing Floor 1 and 2 will be invoiced for (net of VAT) by RCC and paid directly into the RCC HUB bank account.

Finance reports will be delivered monthly to the HUB Partnership Committee and full year accounts in line with RCC accounting processes will be completed and provide year end income and expenditure reports for approval to the HUB Partnership Committee and the HUB Management Committee.

Income raised above the base amount needed to cover core costs will be used in one of 3 ways:

- To build into a HUB reserve
- To use as match funding for activities and events in funding applications
- To finance pilot activities that support the HUB aims.

Schedule 4 - Commercially Sensitive Information**Room Hire Pricing Strategy**

The Room Hire Pricing Strategy will be reviewed quarterly at the Hub Management Committee.

Hire Spaces	Size (Sqm)	Price	Charity Rate (50% discount)
Arts Wing Floor 3			
Depot Studio	173	£415 per day	£207 per day
Grand Circle	173	£415 per day	£207 per day
Studio 1	128	£210 per day	£105 per day
Studio 2	-	£210 per day	£105 per day
Opposite kitchen 1 rooftop	15	£62 per four hours	£31 per four hours
Opposite kitchen 2 rooftop	15	£62 per four hours	£31 per four hours
Room next to rear studio	26	£46 per four hours	£23 per four hours
Rooftop café	-	£265 per day	£130 per day
Grand Theatre spaces			
Sponsors bar	77	£130 per four hours	£65 per four hours
Crush bar 1& 2	77	£130 per four hours	£65 per four hours
Freezer room	26	£46 per four hours	£23 per for hours
Malt House Grand Circle Bar		Price on request	Price on request
Malt House Restaurant		Price on request	Price on request
Dance Principal's office	26	£46 per four hours	£23 per four hours

Arts Wing floor 1 & 2 hire costs offset by £250,000 Capital Investment by RCC for contract duration.

Arts Wing floor 1 & 2 spaces
Floor 1 White room office 1
Floor 1 White room office 2
Floor 1 White room office 3
Floor 1 landing room
Floor 2 office 1
Floor 2 office 2
Floor 2 office 3

Schedule 6

1 Schedule of Processing, Personal Data and Data Subjects

- 1.1 In the event that the Contractor is Processing Data on behalf of the Authority, the Contractor shall comply with this Schedule and any further written instructions from the Authority that may be issued from time to time.
- 1.2 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing:	<p>Artifax is a cloud based software for Venue and Event Management. Artifax solution meets the mandatory security requirements set by Government Digital Service.</p> <p>Artifax has user access permissions around a shared calendar and roles and responsibilities.</p> <p>CCTV Data within the Arts Wing.</p>
Duration of the processing:	For the Term of the Contract.
Purpose of the processing:	<p>This is a strategic solution for Cultural Services to leverage venue usage and for specific Cultural Services Projects.</p> <p>Race Council Cymru are a strategic partner under this Management Agreement with the Authority. The Agreement covers joint programming and room hires for the Arts Wing at the Grand Theatre.</p> <p>Race Council Cymru require access to Artifax to manage room hire, event planning, artistic production/tour scheduling and education programmes.</p> <p>CCTV Data – for security and safeguarding.</p>
Type of processing:	<p>Collection and recording of data onto Artifax System.</p> <p>Reporting analysis of room capacity.</p>

	CCTV – recording, storage, retrieval, disclosure.
Type of Personal Data:	Commercial data Name of booker and address Telephone number Email address Date of booking Price of booking Booking space CCTV images
Categories of Data Subject:	Authority Staff and RCC staff including volunteers, agents, and temporary workers, customers/clients, suppliers, artistic performers, members of the public.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:	<p>a) How long the data will be retained for:</p> <p>The data is to be stored for 7 years as it includes hire contracts.</p> <p>b) How the data is to be returned:</p> <p>in accordance with any further written instructions from the Authority.</p> <p>c) How the data is to be destroyed:</p> <p>in accordance with any further written instructions from the Authority.</p>

Schedule 7

Schedule of Works

This schedule sets out a summary of the refurbishment, remodelling and backlog maintenance works carried out at the Facility by the Contractor (the Works). This is divided into 3 Phases:

Phase 1 – White Room & Landing Office

Phase 2 – Second Floor Offices & Landing

Phase 3 – Third Floor Studio & Counselling Room

The description of the Works is contained within the Plan at Schedule 11.

Summary

Demolition	£ 2,404.00
Walls	£ 4,650.00
Fire Doors	£ 1,200.00
Vision Panes	£ 4,250.00
Ceilings	£ 3,850.00
Insulation	£ 2,450.00
Decoration	£ 2,150.00
Electrics Power & Lighting	£ 6,955.00
Data	£ 2,250.00
Fire	£ 1,445.00
Security	£ 2,750.00
Air Conditioning / Handling	£16,050.00
Waste / Building Control / H&S	£ 2,790.00
<hr/> White Room & Landing Office Total	<hr/> £53,194.00

Summary

Demolition	£ -
Walls	£ 4,320.00
Fire Doors	£ 1,800.00
Vision Panes	£ 4,250.00
Ceilings	£ 2,100.00
Insulation	£ 1,150.00
Decoration	£ 1,680.00
Electrics	£ 7,715.00
Air Conditioning / Handling	£ 10,200.00
Waste / Building Control / H&S	£ 1,770.00
<hr/>	
2nd Floor Offices & Landing	£ 34,985.00
	+ Vat
<hr/>	

Summary

Demolition	£ -
Walls	£ 1,890.00
Fire Doors	£ -
Vision Panes	£ -
Ceilings	£ 720.00
Insulation	£ 225.00
Decoration	£ 900.00
Electrics	£ 3,260.00
Air Conditioning / Handling	£ 9,676.00
Waste / Building Control / H&S	£ 1,050.00
<hr/>	
3rd Floor Studio & Con Room	£17,721.00

Schedule 8 Exit Management Plan

- 1 Upon notification of this Contract terminating, howsoever caused, or twelve months prior to the expiry date, the parties will meet to discuss a timetable for drawing up and will draw up a handover plan covering the performance of the obligations of both parties during the handover period. In any event, the Contractor will, at no cost to the Authority, provide such cooperation, information and assistance to the Authority and/or as may be reasonably required by the Authority to transfer and to enable a smooth migration of the Services being supplied by the Contractor including enabling the Authority and/or its New Contractor to perform services the same as or substantially the same as the Services in a similar manner as required under this Contract.
- 2 The Contractor and the Authority shall use all reasonable endeavours to ensure all appropriate arrangements are put in place to give effect to the transition of the Services to the Authority or a New Contractor.
- 3 The Contractor agrees that if it is requested by the Authority it shall use all reasonable endeavours to assign or novate any then existing contracts which the Contractor has entered into with third parties in connection with the provision of the Services including the leasing of any equipment used in the delivery of the Services to the Authority or to any New Contractor.
- 4 The Contractor shall not in the twelve month period prior to the expiry date (or such period remaining where a Termination Notice has been issued) (the Applicable Period) in relation to the Services except with the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:
 - 4.1 incur any expenditure or enter into any commitments other than in the ordinary course of trading;
 - 4.2 dispose of or agree to dispose of or grant any option in respect of any part of the assets other than stock in the ordinary course of trading;
 - 4.3 materially vary the terms of any contracts with any provider of goods and/or services already entered into;
 - 4.4 enter into any long-term (being 12 months or longer), unusual or abnormal contract or commitment;
 - 4.5 enter into any leasing, hire purchase, contract hire or other agreements or arrangements for payment on deferred terms;
 - 4.6 grant or issue or agree to grant or issue any mortgages, charges, debentures or other securities for money or redeem or agree to redeem any such securities or give or agree to give any guarantees or indemnities or, without prejudice to the foregoing generality, create

or permit to subsist any other encumbrance over all or any of its present or future incomes or assets affecting this Contract and/or the provision of the Services;

- 4.7 permit any of its insurances to lapse or do anything which would make any policy of insurance void or voidable;
- 4.8 in any way depart from the ordinary course of its day to day business either as regards the nature or scope or the manner of conducting the same;
- 4.9 pay any fees or commissions to any persons other than fees payable on arm's length terms to third parties who have rendered bona fide service or advice required in the ordinary course of business;
- 4.10 release, waive or modify any warranty or guarantee given by any supplier of goods or services;
- 4.11 cause or permit any item comprised in the records relating to the Services to be removed or destroyed or any programs or data held on the computer systems of the Contractor and relating to the Services to be removed or deleted except for the deletion of Personal Data where required to ensure compliance with GDPR or for the efficient running of the computer system in question after satisfactory back-up copies have been made and securely stored off-site;

Full name: Tenancy at will.

DATED

TENANCY AT WILL

relating to

**PART OF FLOORS 1 & 2 “THE ANNEX” AT THE GRAND THEATRE,
SWANSEA**

between

RACE COUNCIL CYMRU

and

THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA

CONTENTS

CLAUSE

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THIS AGREEMENT is dated.....

PARTIES

- (1) **The Council of the City and County of Swansea** of the Civic Centre, Oystermouth Road, Swansea SA1 3SN (**Landlord**).
- (2) **Race Council Cymru** incorporated and registered in England and Wales with company number **07863274** whose registered office is at **5 Lamb Lane, Killay, Swansea, SA2 7ES** (**Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions apply in this agreement:

Building: The Grand Theatre, Singleton Street, Swansea SA1 3QJ

Permitted Hours:

<i>Culture and Digital Hub</i>	<i>Days</i>	<i>Minimum Opening Hours</i>
Swansea BAME Cultural & Digital Hub (HUB)	Monday to Saturday	9am – 10pm

Permitted Use: For use as offices

Property: Part of Floors 1 & 2 “The Annex” at The Grand Theatre, Swansea SA1 3QJ as shown for identification only edged red on the plan attached to this agreement.

Rent: The Capital investment of £250,000 by Race Council Cymru will offset the rent for a period of 5 years from date of signing the Management Agreement

2. GRANT OF TENANCY AT WILL

2.1 The Landlord lets and the Tenant takes the Property on a tenancy at will beginning on and including the date of this agreement.

2.2 The Landlord and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them, notwithstanding that the Rent is calculated and payable by reference to a period and that the Landlord intends to demand the Rent, and that the Tenant has agreed to pay the Rent, by reference to that period.

3. TENANT'S OBLIGATIONS

The Tenant will make a Capital investment of £250,000 to offset the rent for a period of 5 years from date of signing the Management Agreement.

- 3.1 The Tenant shall not:
- (a) use the Property otherwise than for the Permitted Use, or outside the Permitted Hours;
 - (b) assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it;
 - (c) share occupation of the Property or any part of it;
 - (d) make any alteration or addition whatsoever to the Property;
 - (e) put any signs at the Property without the landlords prior written consent; or
 - (f) cause any nuisance or annoyance to the Landlord or to any owners or occupiers of the Building or of neighbouring property.
- 3.2 The Tenant shall keep the Property clean and tidy and make good any damage it causes to the Property.
- 3.3 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Landlord from time to time.
- 3.4 The Tenant shall not be responsible for non-domestic rates or water rates charged on the Property.
- 3.5 The Tenant shall pass on any notices or other correspondence received at the Property and addressed to the Landlord or relevant to the Landlord's interest in the Property or the Building.
- 3.6 The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Landlord's interest in the Property or the Building.
- 3.7 When the Tenant vacates the Property at the termination of the tenancy created by this agreement, it shall remove all furniture (and other items belonging to it) and shall clear all rubbish from the Property.
- 3.8 The Tenant's obligations are joint and several obligations of the persons that comprise the Tenant.

4. LANDLORD'S OBLIGATIONS

- 4.1 The Landlord shall allow the Tenant (and its employees and visitors) access to and egress from the Property over the common parts of the Building and to use the lavatories in the Building during the Permitted Hours.
- 4.2 The Landlord shall use its reasonable endeavours to ensure that there is a supply of electricity, heating and water to the Property, at such times of the day as the Landlord considers appropriate.
- 4.3 The Landlord shall take reasonable endeavours to maintain and repair any defects following the 12 month refurbishment warranty period.

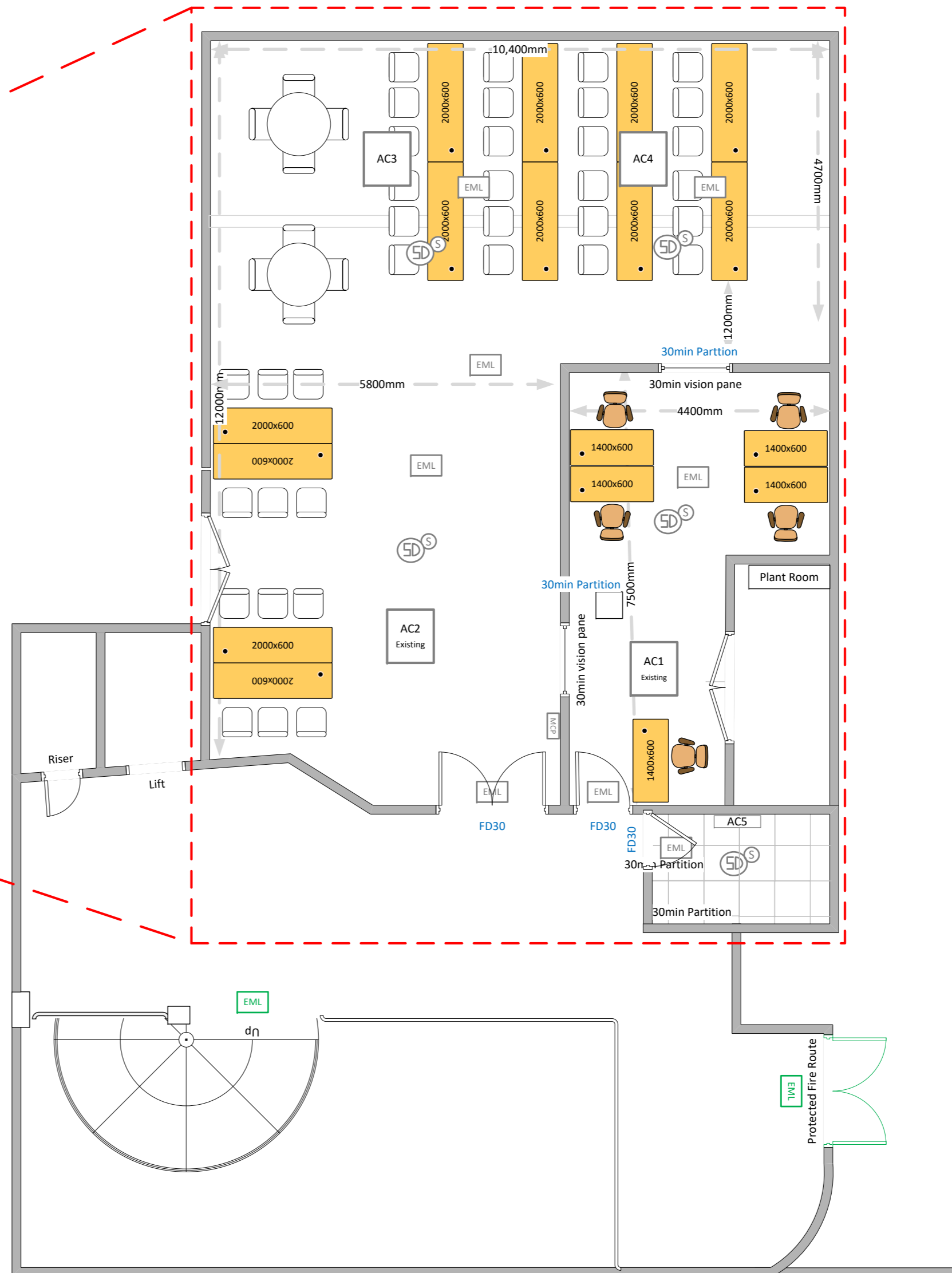
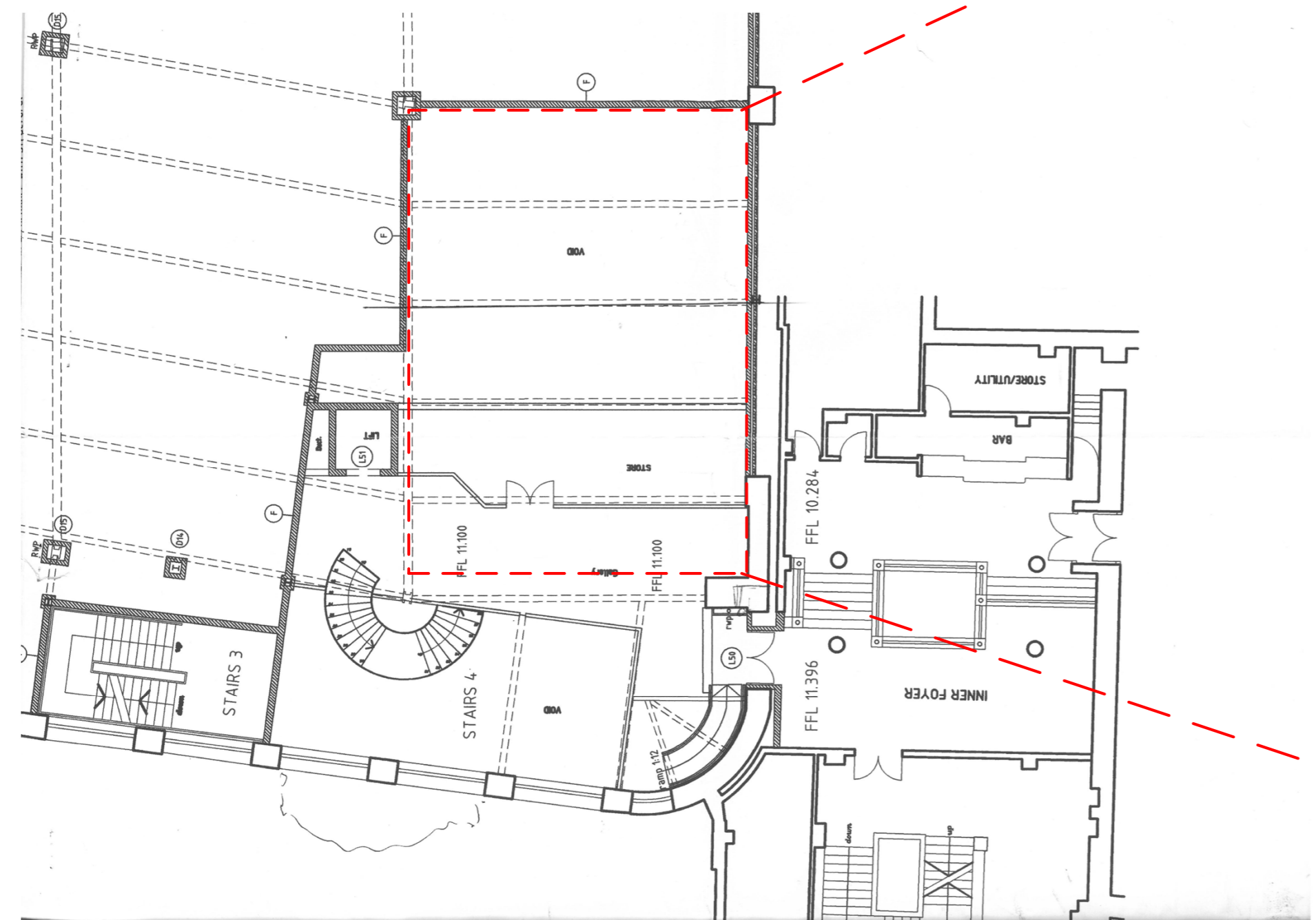
This agreement has been entered into on the date stated at the beginning of it.









Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
LANDLORD]

.....
Director

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
TENANT]

.....
Director



-  Optical Smoke Alarm With Sounder
-  Manual Call Point with Tamper Guard
-  Emergency Fitting Movement and Signage
-  600 x600 Led Panel x 40
-  Double Socket White Plastic x 30
-  Double Socket White Plastic USB x 10
-  Twin Cat5E Point x 20
-  Wall / Ceiling Air Con Unit as per Spec

- Project Notes:**
- Walls, - 70mm / 12.5mm plasterboard with acoustic wool
 - Doors, - FD30 fitted with closers.
 - Ceiling, - 600x 600 Grid with acoustic wool above
 - Fire, All Rooms to be incorporated with buildings system to a minimum of L2 standards. Access Control integrated to fire alarm to release all Mag Locks upon fire alarm event
 - Emergency Lighting - New NM3 bulkheads installed to provide safe movement and directional signage for all escape routes
 - Access Control, integrated to all office doors via fob entry system with fire alarm integration for release.
 - Fire Stopping - All penetrations to be via fire collars and seals to maintain fire integrity of partitions and ceilings
 - Air Conditioning, All new cassettes piped back to roof space along current service routes. All penetrations to be fire rated and sealed upon completion.
- Fire Notes**
1. All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
 2. All spaces to have upgraded emergency lighting for safe movement and directional signage.
 3. All Walls and partitions to have 30min fire rating
 4. No more than 60 people to the area at a time
 5. Protected fire exit to right side of landing primary escape route
 6. Accommodation staircase secondary means if escape primary is the obstruction
 7. Air Change - 17l per min per person via existing system

GUARDIAN
Property Services

Client : Race Council Cymru @ The Grand Theatre Swansea

Project : White Room 1st Floor & Landing Office

Drawing Ref : White Room & Landing Office

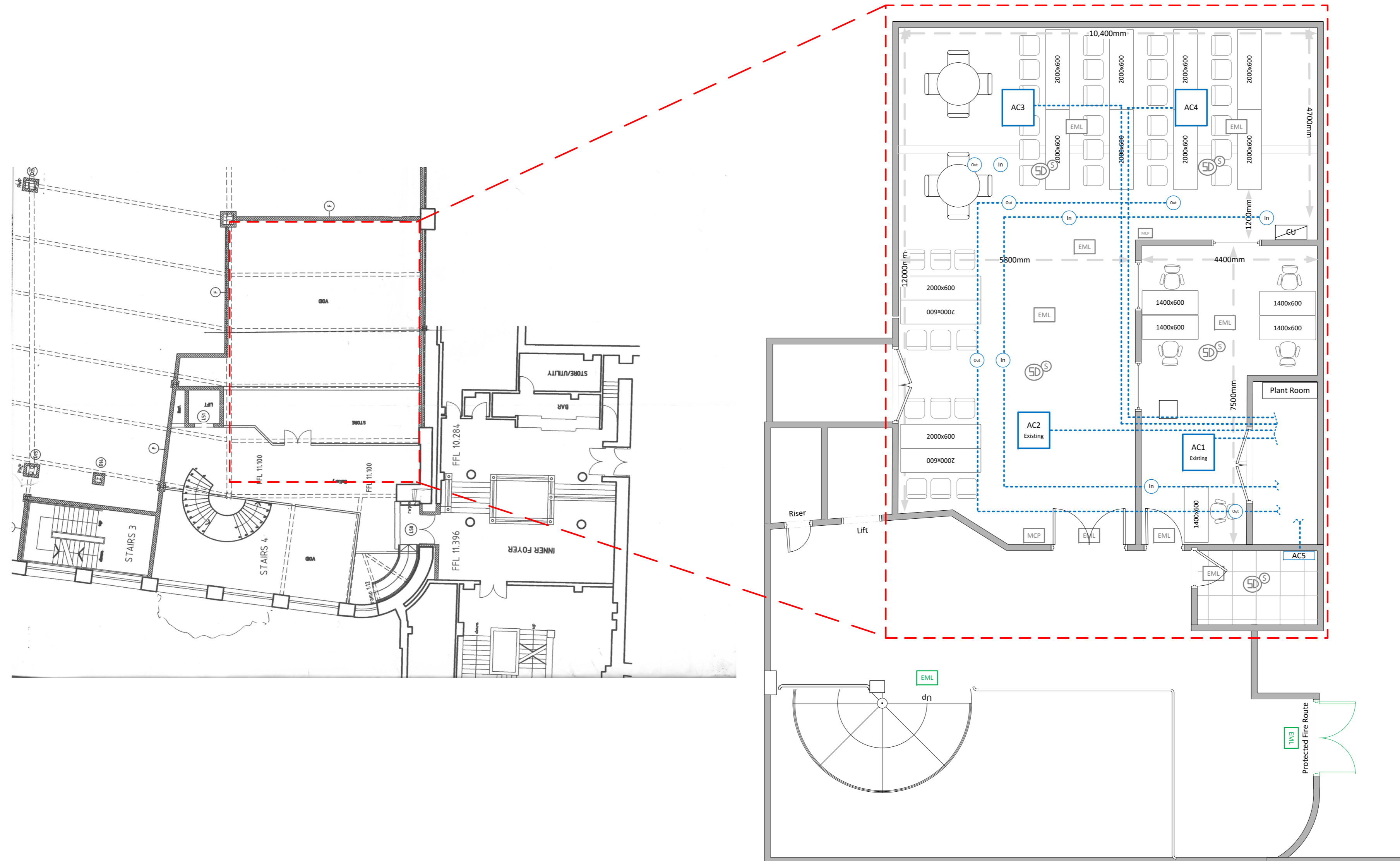
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





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Terms:

White Room - Layout





-  Optical Smoke Alarm With Sounder
-  Manual Call Point with Tamper Guard
-  Emergency Fitting Movement and Signage
-  600x600 Led Panel x 40
-  Double Socket White Plastic x 30
-  Double Socket White Plastic USB x 10
-  Consumer Unit – See Plan Detail
-  Twin Cat5E Point x 20
-  Wall / Ceiling Air Con Unit as per Spec
-  Air In – Ceiling Spigot 150mm
-  Air Out – Ceiling Spigot 150mm

Project Notes:

Air Conditioning
 All new air conditioning services to be run above new suspended ceiling via mechanical containment. All wall and ceiling penetrations to be fire sealed.

AC1 – Existing Unit unaffected
 AC2 – Existing Unit unaffected
 AC3 – 3.5Kw Daikin Ceiling Cassette
 AC4 – 3.5Kw Daikin Ceiling Cassette
 AC5 – 3.5Kw Daikin Wall Cassette

Air In & Air Out
 Upgraded air in air out strategy via existing service ducting at local plant room. Automatic Fire dampers already in line on ducts above plant room.

Small Office – 1 x Air In 1 x Air Out
 Large Office – 3 x Air In 3 x Air Out

Electrical

1. New single/three phase consumer unit with local meter. Sub main to be SWA with supplementary separate earth.
2. Power, all accessories to be white plastic to Hager standard unless specified.
3. Lighting, all new 600 x 600 led panels to be to Robus standards for offices.

Final Locations of accessories to be determined on site with client

- Fire Notes**
1. All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
 2. All spaces to have upgraded emergency lighting for safe movement and directional signage.
 3. All Walls and partitions to have 30min fire rating
 4. No more than 60 people to the area at a time
 5. Protected fire exit to right side of landing primary escape route
 6. Accommodation staircase secondary means if escape primary is the obstruction
 7. Air Change – 17l per min per person via existing system



Client: Race Council Cymru @ The Grand Theatre Swansea

Project: White Room 1st Floor & Landing Office

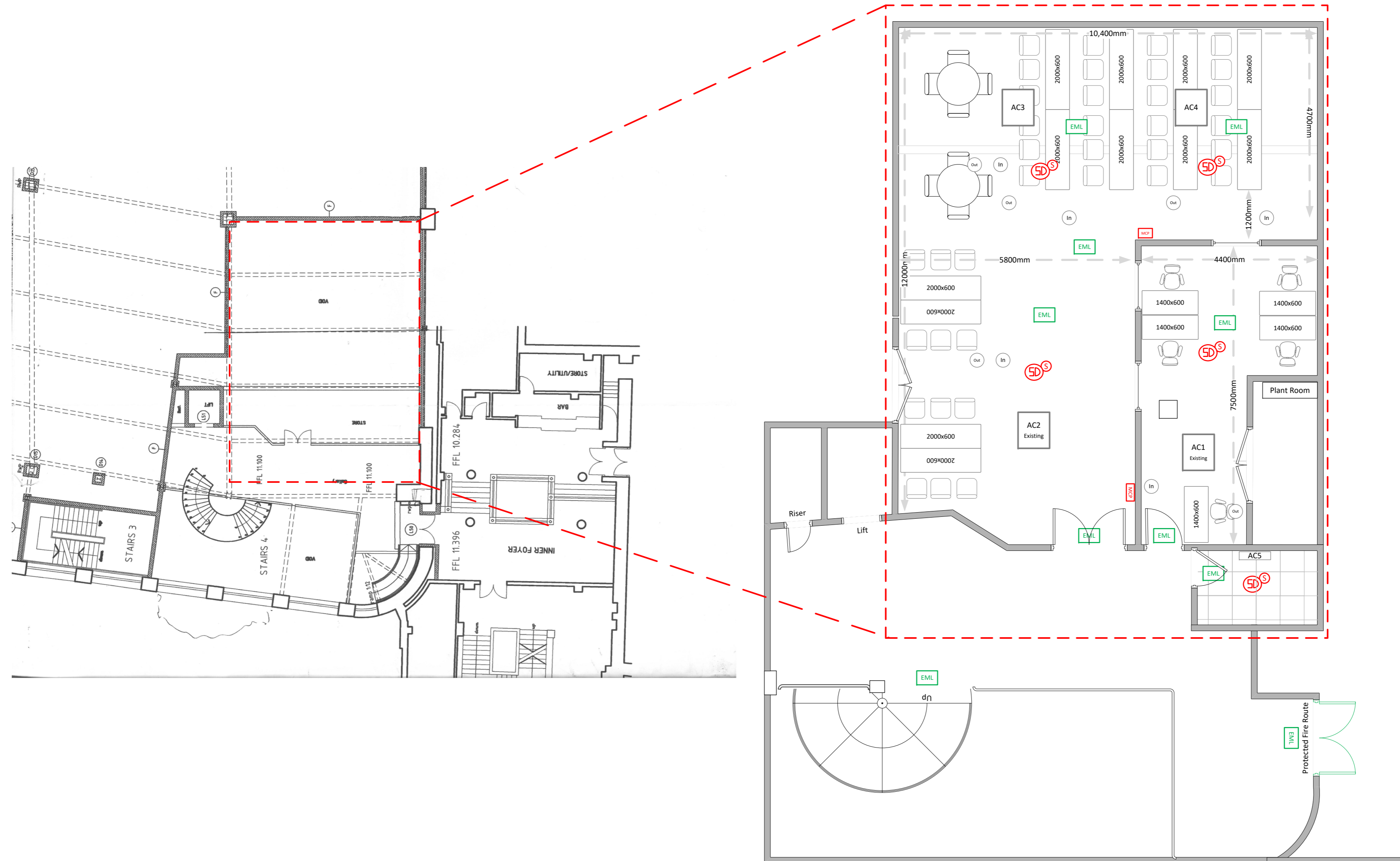
Drawing Ref: M&E Services









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White Room – M&E





-  Optical Smoke Alarm With Sounder
-  Manual Call Point with Tamper Guard
-  Emergency Fitting Movement and Signage
-  600 x600 Led Panel x 40
-  Double Socket White Plastic x 30
-  Double Socket White Plastic USB x 10
-  Twin Cat5E Point x 20
-  Wall / Ceiling Air Con Unit as per Spec

Project Notes:

Fire Alarm
 Existing addressable system to be expanded to cover new spaces to L2 standards with additional sounders and manual call points

Access Control – Integrated to fire alarm, fire event releases all access control doors.

Emergency Lighting
 New spaces to have upgraded emergency lighting for safe movement and exit signage

- Fire Notes**
1. All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
 2. All spaces to have upgraded emergency lighting for safe movement and directional signage.
 3. All Walls and partitions to have 30min fire rating
 4. No more than 60 people to the area at a time
 5. Protected fire exit to right side of landing primary escape route
 6. Accommodation staircase secondary means if escape primary is the obstruction
 7. Air Change – 17l per min per person via existing system



Client : Race Council Cymru @ The Grand Theatre Swansea

Project : White Room 1st Floor & Landing Office

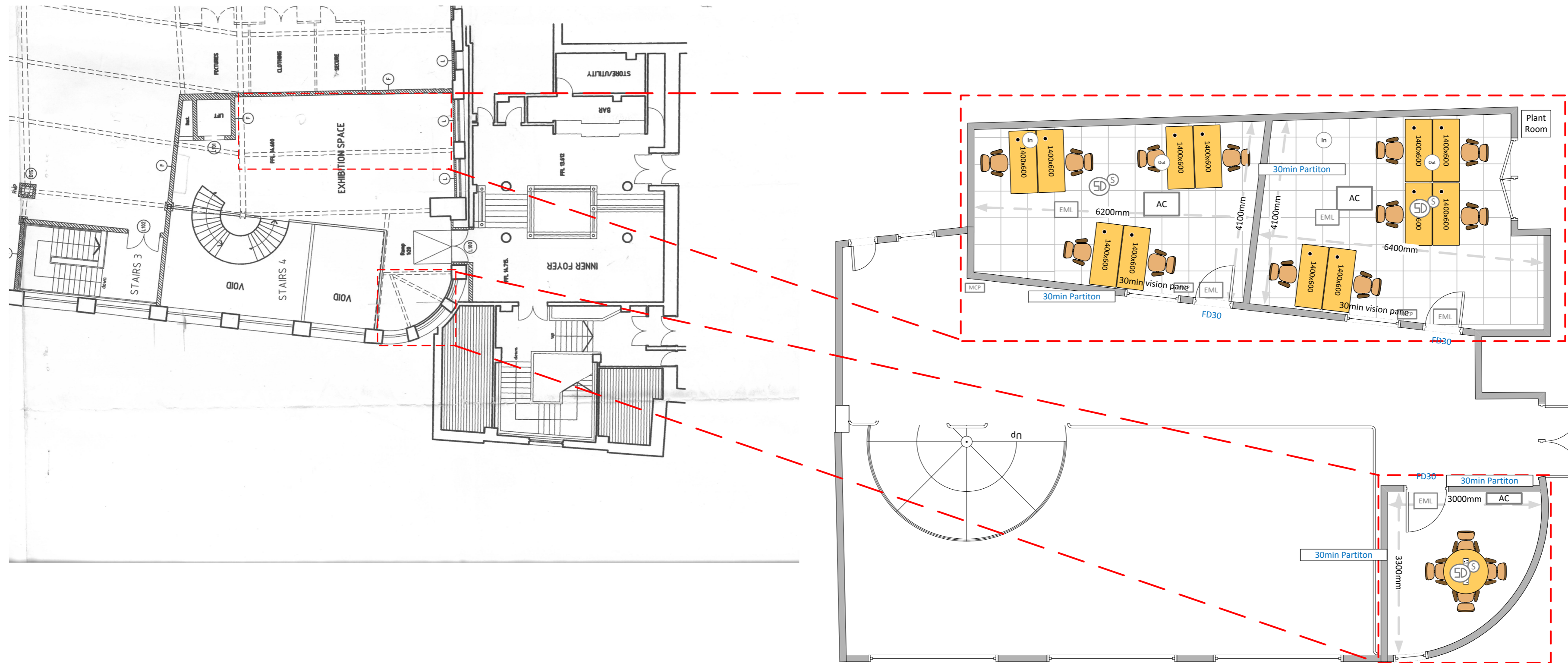
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GPS ID : GPS882057/V6

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White Room – Fire & Emergency Lighting



	Optical Smoke Alarm With Sounder
	Manual Call Point with Tamper Guard
	Emergency Fitting Movement and Signage
	600 x 600 Led Panel x 20
	Double Socket White Plastic x 10
	Double Socket White Plastic USB x 10
	Twin Cat5E Point x 20
	Wall / Ceiling Air Con Unit as per Spec

- Project Notes:**
- Walls, - 70mm / 12.5mm plasterboard with acoustic wool
 - Doors, - FD30 fitted with closers. Left Plant room twin door to be reduced to a single fire door to allow for new dividing wall
 - Ceiling, - 600X 600 Grid with acoustic wool above
 - Fire, All Rooms to be incorporated with buildings system to a minimum of L2 standards. Access Control integrated to fire alarm to release all Mag Locks upon fire alarm event
 - Emergency Lighting - New NM3 bulkheads installed to provide safe movement and directional signage for all escape routes
 - Access Control, integrated to all office doors via fob entry system with fire alarm integration for release.
 - Fire Stopping - All penetrations to be via fire collars and seals to maintain fire integrity of partitions and ceilings
 - Air Conditioning, All new cassettes piped back to roof space along current service routes. All penetrations to be fire rated and sealed upon completion.
- Fire Notes**
- All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
 - All spaces to have upgraded emergency lighting for safe movement and directional signage.
 - All Walls and partitions to have 30min fire rating
 - No more that 60 people to the area at a time
 - Protected fire exit to right side of landing primary escape route
 - Accommodation staircase secondary means if escape primary is the obstruction
 - Air Change - 17l per min per person via existing system

2nd Floor Landing - Layout

GUARDIAN
Property Services

Client : Race Council Cymru @ The Grand Theatre Swansea

Project : 2nd Floor Offices

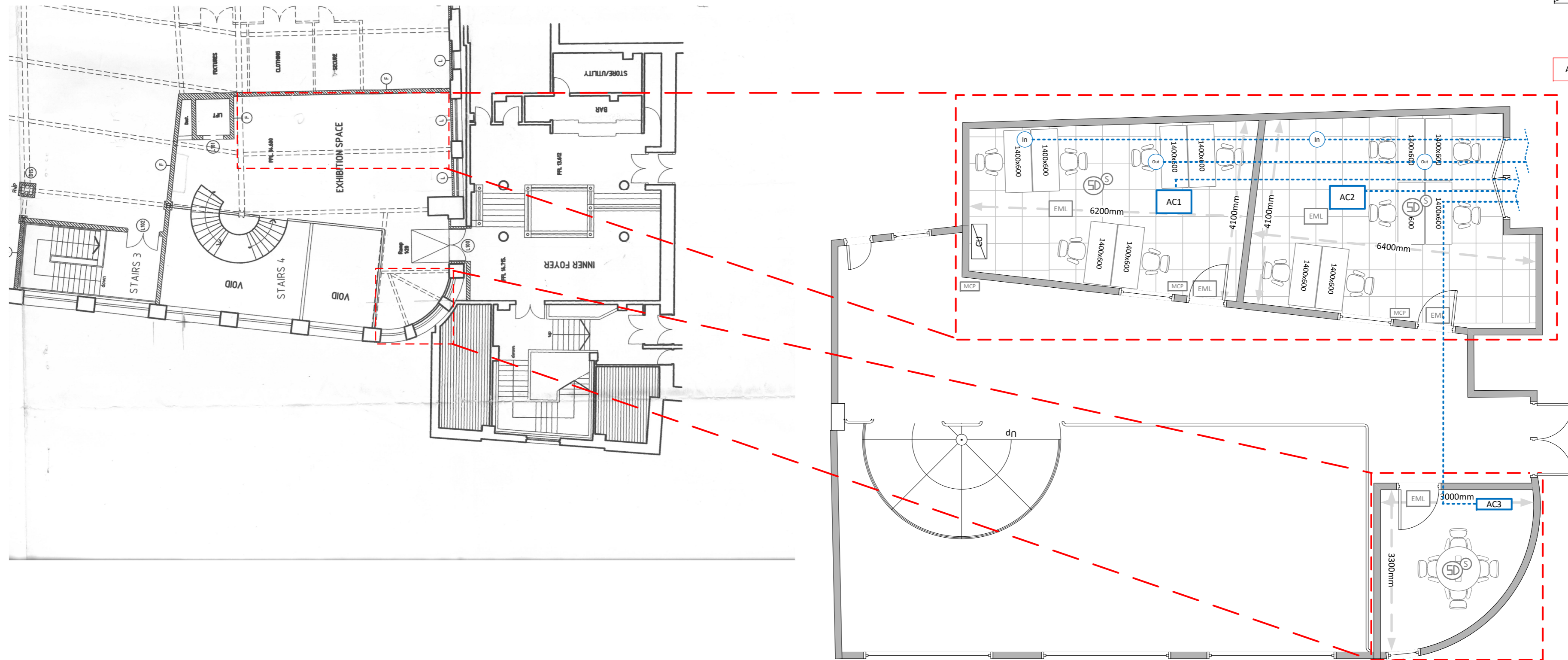
Drawing Ref : Initial Site Draft

GPS ID : GPS882057/V2

Scale : 1:50 @A2

Term:





- SD Optical Smoke Alarm With Sounder
- MCP Manual Call Point with Tamper Guard
- EML Emergency Fitting Movement and Signage
- 600x600 600 x 600 Led Panel x 20
- DS Double Socket White Plastic x 10
- DS-USB Double Socket White Plastic USB x 10
- CU Consumer Unit – See Plan Detail
- T Twin Cat5E Point x 20
- AC Wall / Ceiling Air Con Unit as per Spec
- In Air In – Ceiling Spigot 150mm
- Out Air Out – Ceiling Spigot 150mm

Project Notes:

Air Conditioning
 All new air conditioning services to be run above new suspended ceiling via mechanical containment. All wall and ceiling penetrations to be fire sealed.

AC1 – 5.0Kw Daikin Ceiling Cassette
 AC2 – 5.0Kw Daikin Ceiling Cassette
 AC3 – 3.5Kw Daikin Wall Cassette

Air In & Air Out
 Upgraded air in air out strategy via existing service ducting at local plant room. Automatic Fire dampers already in line on ducts above plant room.

Left Office – 1 x Air In 1 x Air Out
 Right Office – 1 x Air In 1 x Air Out

Electrical

1. New single/three phase consumer unit with local meter. Sub main to be SWA with supplementary separate earth.
2. Power, all accessories to be white plastic to Hager standard unless specified.
3. Lighting, all new 600 x 600 led panels to be to Robus standards for offices.

Final Locations of accessories to be determined on site with client

- Fire Notes**
1. All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
 2. All spaces to have upgraded emergency lighting for safe movement and directional signage.
 3. All Walls and partitions to have 30min fire rating
 4. No more than 60 people to the area at a time
 5. Protected fire exit to right side of landing primary escape route
 6. Accommodation staircase secondary means if escape primary is the obstruction
 7. Air Change – 17l per min per person via existing system



Client : Race Council Cymru @ The Grand Theatre Swansea

Project : 2nd Floor Offices

Drawing Ref : Initial Site Draft

GPS ID : GPS882057/V2

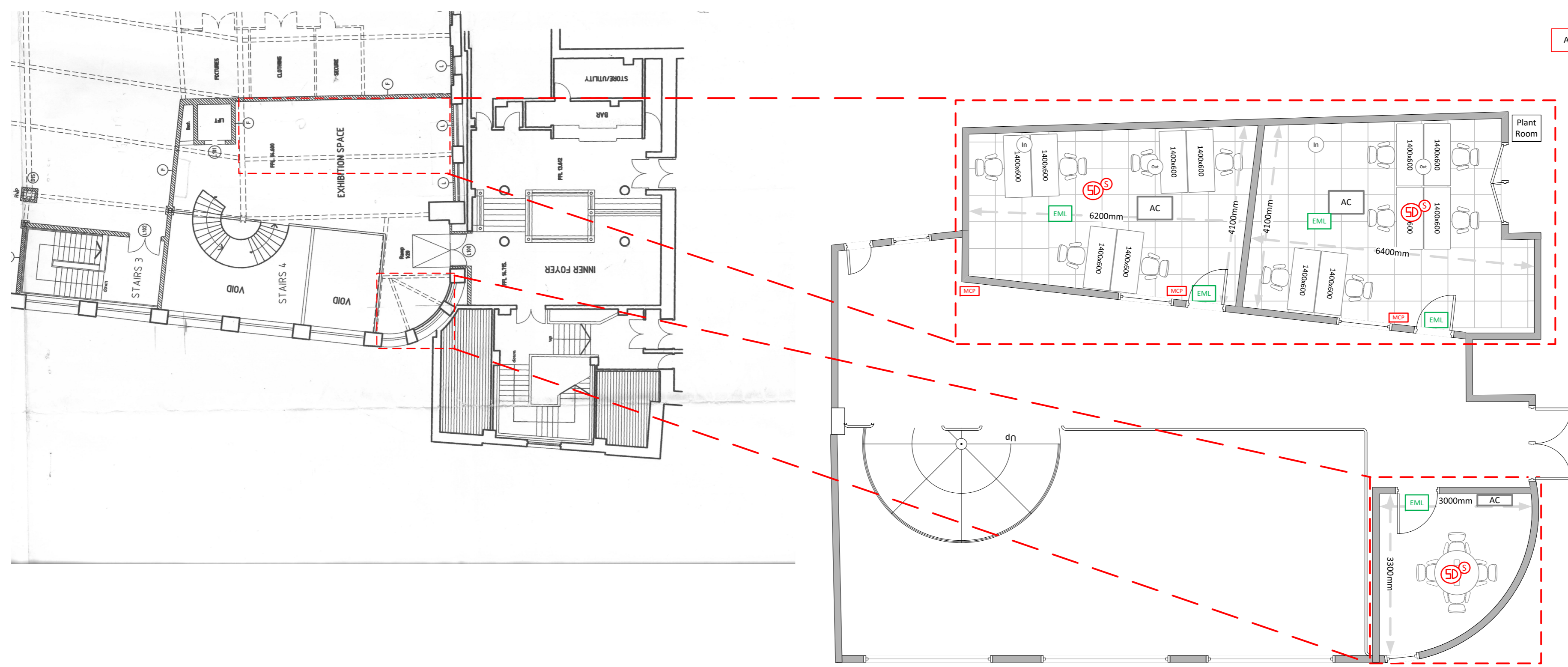
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Term:



2nd Floor Landing – M&E

- SD Optical Smoke Alarm With Sounder
- MCP Manual Call Point with Tamper Guard
- EML Emergency Fitting Movement and Signage
- X 600 x 600 Led Panel x 20
- Double Socket White Plastic x 10
- Double Socket White Plastic USB x 10
- Twin Cat5E Point x 20
- AC Wall / Ceiling Air Con Unit as per Spec



Project Notes:

Fire Alarm
Existing addressable system to be expanded to cover new spaces to L2 standards with additional sounders and manual call points

Access Control – Integrated to fire alarm, fire event releases all access control doors.

Emergency Lighting
New spaces to have upgraded emergency lighting for safe movement and exit signage

- Fire Notes**
1. All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
 2. All spaces to have upgraded emergency lighting for safe movement and directional signage.
 3. All Walls and partitions to have 30min fire rating
 4. No more than 60 people to the area at a time
 5. Protected fire exit to right side of landing primary escape route
 6. Accommodation staircase secondary means if escape primary is the obstruction
 7. Air Change – 17l per min per person via existing system



Client : Race Council Cymru @ The Grand Theatre Swansea

Project : 2nd Floor Offices

Drawing Ref : Initial Site Draft

GPS ID : GPS882057/V2

Scale : 1:50 @A2

Term:

2nd Floor Landing – Fire & Emergency Lighting

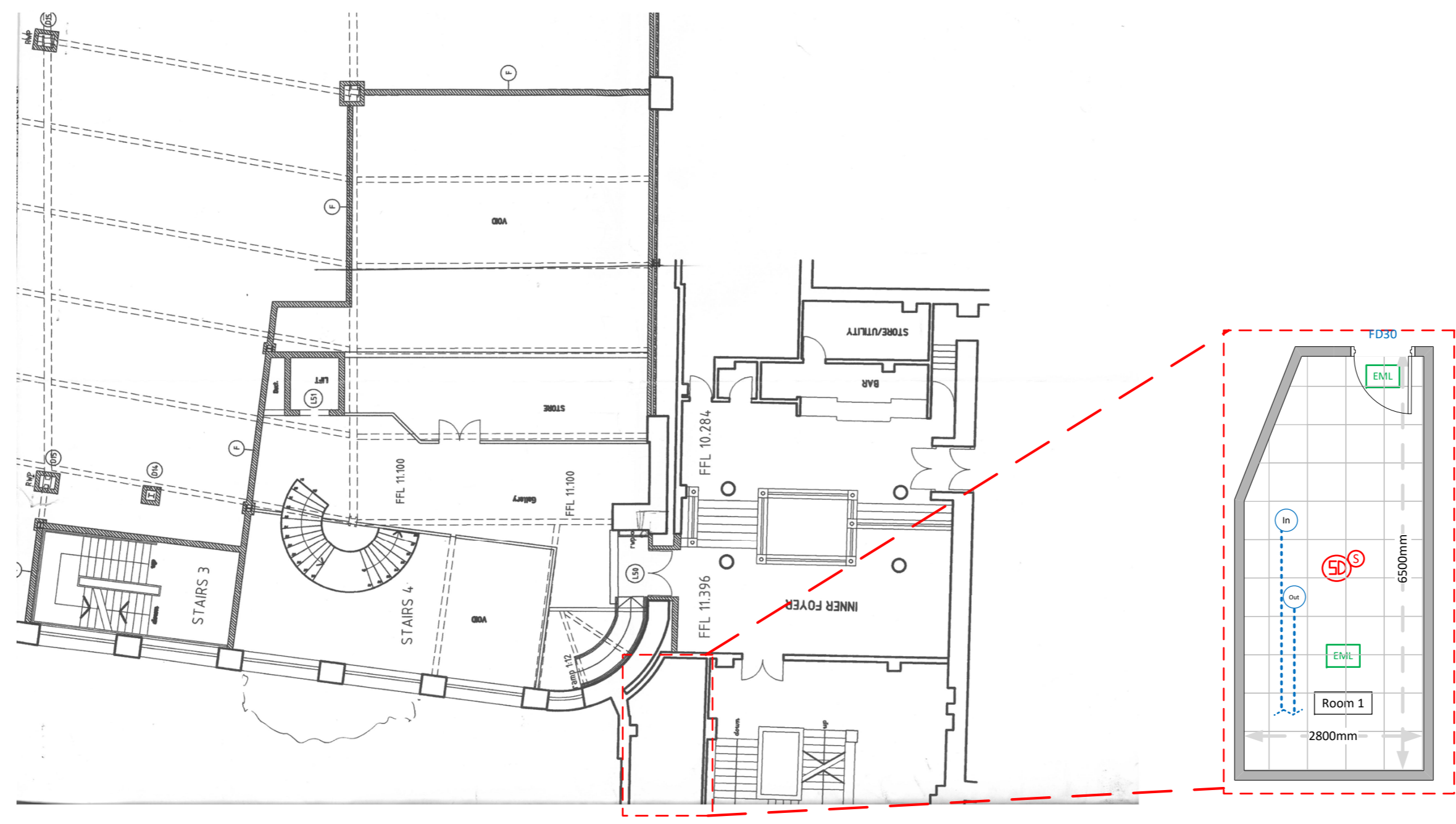


	Optical Smoke Alarm With Sounder
	Manual Call Point with Tamper Guard
	Emergency Fitting Movement and Signage
	600x600 Led Panel x 40
	Double Socket White Plastic x 30
	Double Socket White Plastic USB x 10
	Twin Cat5E Point x 20
	Wall / Ceiling Air Con Unit as per Spec
	Air In – Ceiling Spigot 150mm
	Air Out – Ceiling Spigot 150mm

Project Notes:
 Walls, – 70mm / 12.5mm plasterboard with acoustic wool
 Doors, – FD30 fitted with closers. Left Plant room twin door to be reduced to a single fire door to allow for new dividing wall
 Ceiling, – 600x 600 Grid with acoustic wool above
 Fire, All Rooms to be incorporated with buildings system to a minimum of L2 standards. Access Control Integrated to fire alarm to release all Mag Locks upon fire alarm event
 Emergency Lighting – New NM3 bulkheads installed to provide safe movement and directional signage for all escape routes
 Access Control, integrated to all office doors via fob entry system with fire alarm integration for release.
 Fire Stopping – All penetrations to be via fire collars and seals to maintain fire integrity of partitions and ceilings
 Air Conditioning. All new cassettes piped back to roof space along current service routes. All penetrations to be fire rated and sealed upon completion.

Project Notes:
Air In & Air Out
 Upgraded air in air out strategy via existing service duct above ceiling.
 Office – 1 x Air In 1 x Air Out
Electrical
 1. New single/three phase consumer unit with local meter. Sub main to be SWA with supplementary separate earth.
 2. Power, all accessories to be white plastic to Hager standard unless specified.
 3. Lighting, all new 600 x 600 led panels to be to Robus standards for offices.
 Final Locations of accessories to be determined on site with client

Fire Notes
 1. All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
 2. All spaces to have upgraded emergency lighting for safe movement and directional signage.
 3. All Walls and partitions to have 30min fire rating
 4. No more that 60 people to the area at a time
 5. Protected fire exit to right side of landing primary escape route
 6. Accommodation staircase secondary means if escape primary is the obstruction
 7. Air Change – 17l per min per person via existing system



Freezer Rm – Layout / M&E / Fire & Em Ltg

GUARDIAN
Property Services

Client : Race Council Cymru @ The Grand Theatre Swansea

Project : White Room 1st Floor & Landing Office

Drawing Ref : White Room & Landing Office

GPS ID : GPS882057/V6

Scale : 1:50 @A1

Notes:

	Optical Smoke Alarm With Sounder
	Manual Call Point with Tamper Guard
	Emergency Fitting Movement and Signage
	600 x 600 Led Panel x 6
	Double Socket White Plastic x 4
	Double Socket White Plastic USB x 2
	Twin Cat5E Point x 20
	Wall / Ceiling Air Con Unit as per Spec
	Air In - Ceiling Spigot 150mm
	Air Out - Ceiling Spigot 150mm

Project Notes:

Walls, - 70mm / 12.5mm plasterboard with acoustic wool

Doors, - FD30 fitted with closers. Left Plant room twin door to be reduced to a single fire door to allow for new dividing wall

Ceiling, - 600X 600 Grid with acoustic wool above

Fire, All Rooms to be incorporated with buildings system to a minimum of L2 standards. Access Control integrated to fire alarm to release all Mag Locks upon fire alarm event

Emergency Lighting - New NM3 bulkheads installed to provide safe movement and directional signage for all escape routes

Access Control, integrated to all office doors via fob entry system with fire alarm integration for release.

Fire Stopping - All penetrations to be via fire collars and seals to maintain fire integrity of partitions and ceilings

Air Conditioning, All new cassettes piped back to roof space along current service routes. All penetrations to be fire rated and sealed upon completion.

Project Notes:

Air Conditioning

All new air conditioning services to be run above new suspended ceiling via mechanical containment. All wall and ceiling penetrations to be fire sealed

AC1 - 5.0kw Daikin Ceiling Cassette
 AC2 - 5.0kw Daikin Ceiling Cassette
 AC2 - 3.5kw Daikin Wall Cassette

Air In & Air Out

Upgraded air in air out strategy via existing service ducting at local plant room. Automatic Fire dampers already in line on ducts above plant room.

Left Office - 1 x Air In 1 x Air Out
 Right Office - 1 x Air In 1 x Air Out

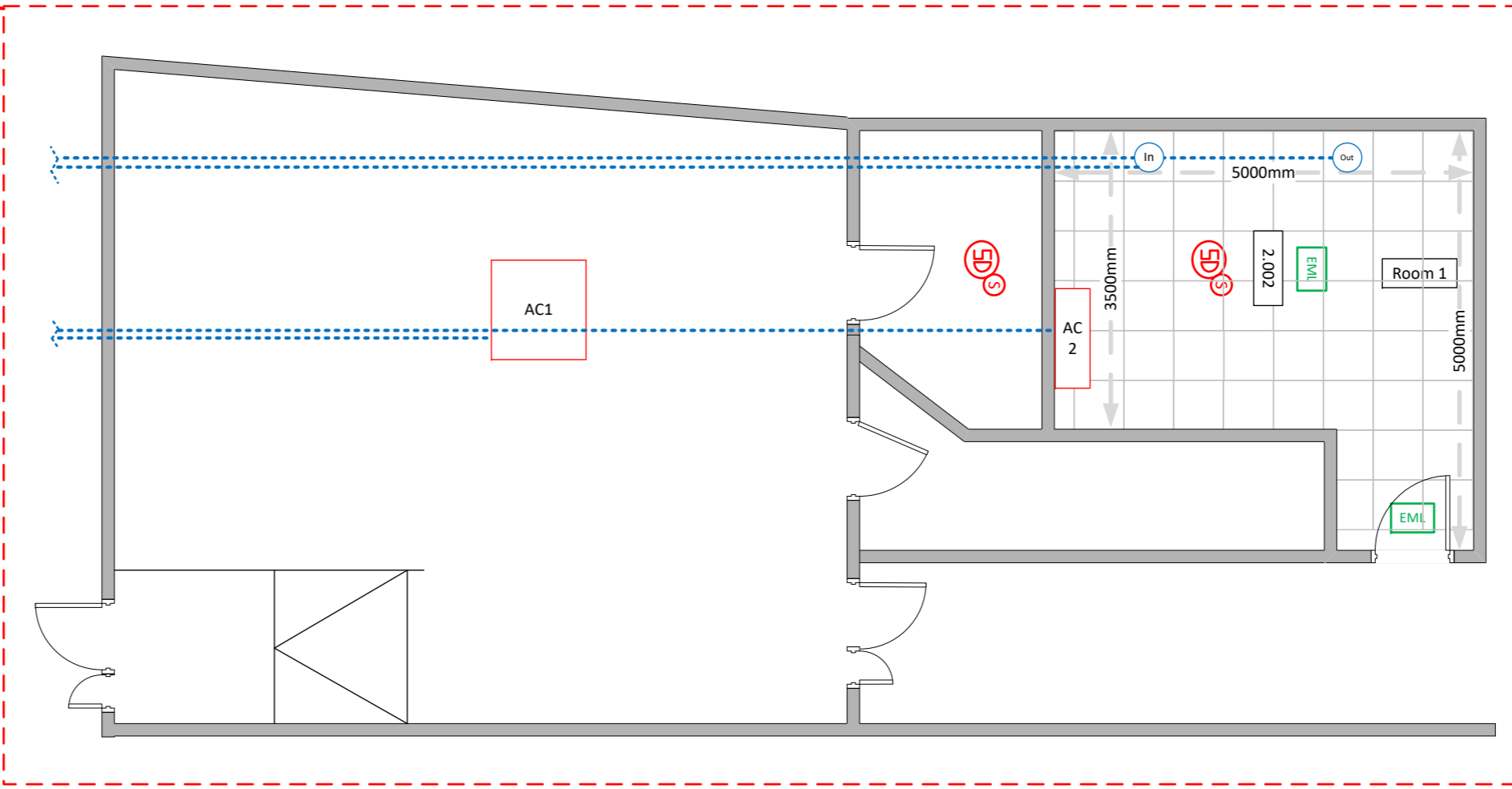
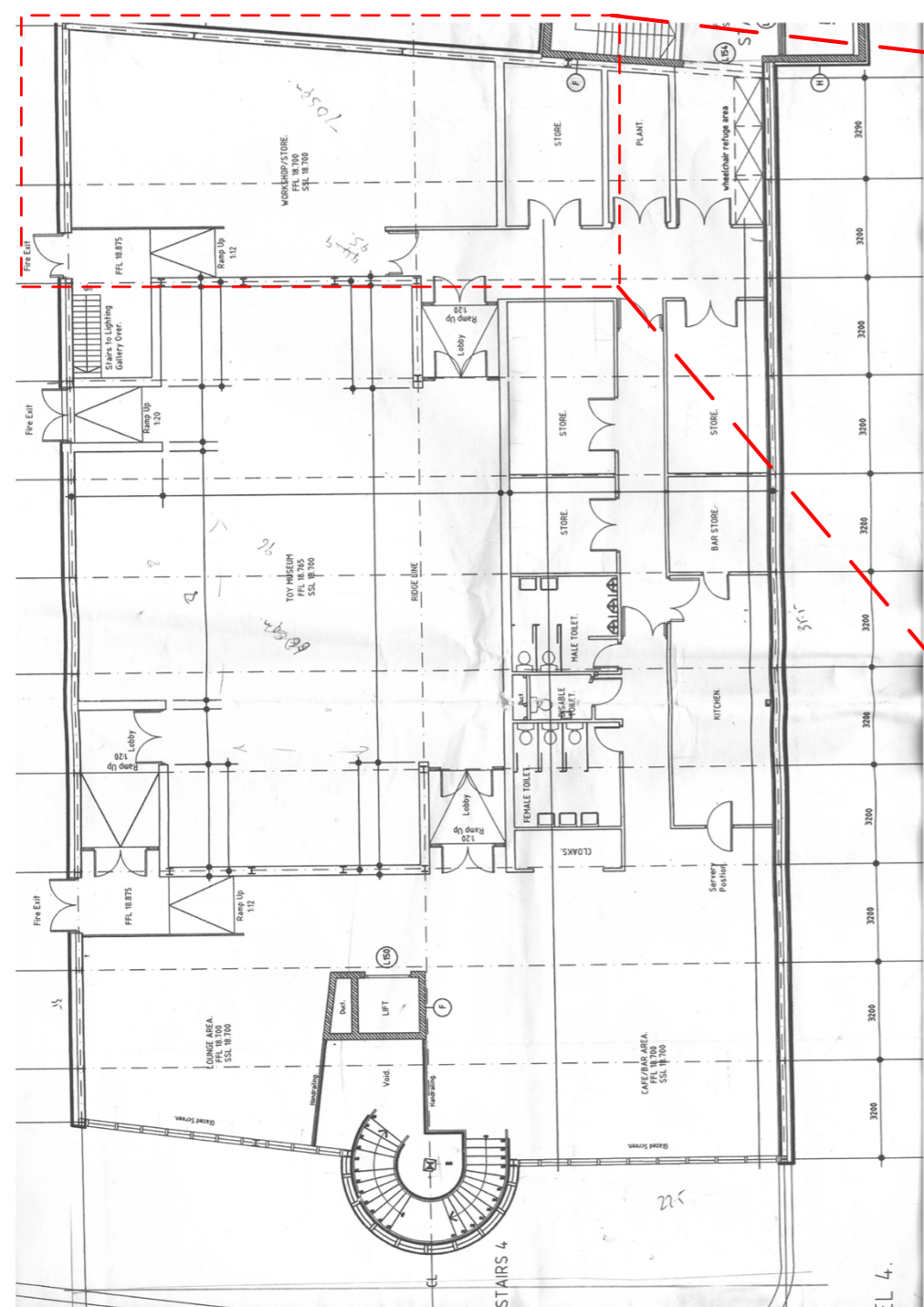
Electrical

1. New single/three phase consumer unit with local meter. Sub main to be SWA with supplementary separate earth.
2. Power, all accessories to be white plastic to Hager standard unless specified.
3. Lighting, all new 600 x 600 led panels to be to Robus standards for offices.

Final Locations of accessories to be determined on site with client

Fire Notes

1. All new spaces to have L2 fire alarm detection and sounders integrated to current building alarm system.
2. All spaces to have upgraded emergency lighting for safe movement and directional signage.
3. All Walls and partitions to have 30min fire rating
4. No more than 60 people to the area at a time
5. Protected fire exit to right side of landing primary escape route
6. Accommodation staircase secondary means if escape primary is the obstruction
7. Air Change - 17l per min per person via existing system



3rd Floor Studio – Layout / M&E / Fire & Em Ltg

GUARDIAN
Property Services

Client : Race Council Cymru @ The Grand Theatre Swansea

Project : 3rd Floor Counselling Room

Drawing Ref : Initial Site Draft

GPS ID : GPS882057/V1

Scale : 1:50 @A2

Items:



CCS forecast INCOME													
Crush Bar 1	1,440.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
Crush Bar 2	1,440.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
FLOOR 3													
Rear Studio	26,100.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00	2,175.00
Depot Studio	41,400.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00
Rooftop Foyer	7,800.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00
Community Kitchen	1,200.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Programming	59,850.00	3,700.00	3,700.00	4,100.00	3,700.00	3,700.00	3,700.00	3,700.00	3,700.00	9,700.00	3,700.00	12,750.00	3,700.00
YR1 Café /Bar Income	16,770.00	500.00	500.00	1,070.00	1,500.00	1,500.00	1,500.00	1,800.00	1,700.00	2,200.00	1,500.00	1,500.00	1,500.00
TOTAL	156,000.00	10,815.00	10,815.00	11,785.00	11,815.00	11,815.00	11,815.00	12,115.00	12,015.00	18,515.00	11,815.00	20,865.00	11,815.00

009568 - LED PAR
009569 - LED PAR
009571 - LED PAR
009573 - LED PAR
009578 - LED PAR

ION - Lighting desk

DB-1-8/3 - DMX 8 Channel Splitter
Touch screen monitors x2
Mouse x1
Comms Set x2
Strand Dimmer Rack x2

Sound Rig

SM58 Microphone x1
Mic Stand (with boom) x1
XLR sound cable x1
12 Channel multi
Sennheiser EW100 wireless microphone receivers x8
Yamaha LS9 Sound desk

Rigged Speakers

JBL Eon 1500 x 4

Stage

Collapsible Staging 8ft x 4ft (x4)
Side steps x2
Velvet stage skirt x1

Kitchen

	<u>Asset Numbers</u>
Chest freezer	CF8774
Upright Fridge	06032224
Dish washer	CF8923
Double upright freezer	CF8920
Plate/food warmer	JM35059
Oven	-
Plate/food warmer	CF8918
Upright freezer	CF8915
Deep Fat Fryer	-
6 ring Gas burner	-

Microwave - Failed PAT test

Rooftop Bar

Drinks Freezer	CF8886
Upright Freezer	CJ3269
Joes Ice cream Freezer	CF8887
Kenco Coffee Machine	CF8881
Till	CF8884
Till printer	CF8885
Till	CF8889
Till printer	CF8888
Kettle	JJ0161
Upright fridge	CF8899
Glass washer	CF8900

Outdoor seating area

Outdoor (metal) patio tables x5
Outdoor (metal) patio Chairs x 32

Schedule 13

Swansea Grand Theatre

ROOM HIRE AGREEMENT

This Agreement gives the Hirer permission to use the specified area/room of Swansea Grand Theatre (“the Premises”) during the dates and times outlined below:

Full Name: (“the Hirer”)

Organisation:

Address:

..... Post Code:

Tel: E-mail:

Area/Room: (“the Room”)

Date(s) of Hire: (“the Hire Period”)

Time of starting the Hire: (“Start Time”)

Time of ending the Hire: (“End Time”)

Maximum number of persons using the Room:

Parking (if applicable):

Conditions of Hire

1. The Hirer must supply the Premises Manager with any dates that are not required as per original booking every month to manage key holders effectively.
2. The fee of £..... per day/hire session is payable and will be invoiced accordingly. Payment is required within 28 days of invoice.
3. The Room must be vacated on time and left in a clean and tidy condition as per the room plan.
4. All waste/rubbish must be removed from the building and disposed of by the Hirer (including nappies and incontinence aids) as only low level personal care bins are supplied.
5. No alcoholic drinks may be consumed anywhere on the premises (including in the grounds).
6. No smoking will be permitted anywhere on the premises (including in the grounds).
7. No open fires, candles or unauthorised electrical equipment shall be used on the premises. A copy of the Hirer's Portable Appliance Testing certificate (PAT) to be supplied to the Premises Manager annually.
8. No illegal, indecent or immoral activity is permitted.
9. Noise levels must be contained to a reasonable level at all times. No noise shall be audible in any of the neighbouring houses and flats.
10. No activities shall take place at the Premises if such activities shall have the effect of invalidating any Insurance Policy in place at the Premises.
11. No betting, gambling or gaming is permitted at the Premises.
12. Only permitted persons under this Hire Agreement should occupy the Premises and it should not be sublet to any other persons.
13. The Hirer shall be liable for any damage caused to any property at the Premises as a result of the hire and must have a public liability insurance policy in place to the sum agreed by the Council for any activities carried out at the Room.
14. The Hirer shall be responsible for any costs incurred as a result of the activation of the security alarms which necessitate the attendance of the key holding company and/or the security alarm company, if such activation is the result of a false alarm during the Hire Period.
15. The Premises Manager will provide a clean and tidy room, including; heating, lighting, use of lavatories and cloakrooms (in common with others), furniture as specified. If the hiring includes the use of the kitchen, the Premises Manager shall provide cooking equipment, crockery and cutlery (please note that no storage will be provided).

16. If hiring kitchen areas the hirer must possess a risk assessment identifying the activities undertaken. This can be written with the support of the Premises Management Team.
17. If additional rooms are required for ad hoc meetings they are to be booked with the Front of House team and will require a separate room booking document to be completed.
18. The Hirer shall remove all their possessions at the end of the occupation.
19. For safety and hygiene reasons, children under 16 years are not permitted in the kitchen and use of the centres refrigerators is prohibited.
20. The Hirer must attend a fire drill evacuation at the service and subsequently organise a fire drill every 6 months from the commencement of the Hire Agreement, in line with City and County of Swansea operational policy and submitted to the Premises Manager (Copies of the CCOS fire drill form will be supplied by the Premises Manager).
21. As part of fire evacuation plan the Hirer must provide Personal Emergency Evacuation Procedures (PEEPS) for those present who have difficulty and require support to leave the premises as per the Emergency Action Plan (EAP).
22. The Hirer must ensure that a register or record of attendance is kept for fire safety evacuation purposes.
23. Any accidents or near misses need to be reported to City and County of Swansea Health and Safety via the Front of House Duty Managers. (HS2 Accident Forms supplied)
24. The Hirer can contact the Premises Manager during daytime operations on 01792 475242. For out of office hours please contact 07471145420
25. This Hire Agreement may be terminated with **2 weeks** notice by either party.

I agree to these conditions and I accept responsibility for this hiring:

Signed: (“the Hirer”)

Date:

Signed..... (Premises Manager)

Date.....

“Confidential Information”	all information (whether oral or in writing) acquired as a result of negotiating, entering into or performing the Agreement which relates to the affairs or business of the Producer or the Theatre (including for the avoidance of doubt the Admission Receipts);
“the Contra”	the charge made by the Theatre in accordance with clause 6 for services provided by the Theatre to the Producer;
“Equipment”	all items, including but not limited to scenery, effects, lighting, sound and properties, connected with the presentation of the Production, supplied by the Producer directly or indirectly other than items or services provided by the Theatre;
“the Engagement Fee”	the fee payable to the Theatre as specified in Clause 6
“the Engagement Period/Term”	the period specified in Appendix 1
“the Gross Receipts”	all monies received before any deductions;
“Matured Sales”	Admission Receipts for performances that have taken place;
“the Producer”	the person or organisation hiring the Space as set out in Clause 1;
“the Marks”	the branding, logos and trade-marks of the Theatre;
“Production”	the production of the performance specified in Clause 1 to be presented by the Producer in the Space in accordance with the terms of the Agreement;
“Reinstatement”	the cleaning, repair, restoration and reinstatement of the Space and of the fixtures, fittings, furniture, machinery, properties, scenery and equipment and other effects belonging to the Theatre (including without limitation the Theatre’s Equipment) and all improvements, additions and substitutions thereto to the same standard of cleanliness, repair, order and condition as they were in at the commencement of the Engagement Period (subject to ordinary wear and tear and excepting only damage by fire and flood);
“the Reserved Parts”	those parts of the Theatre as are referred to in clause 4.1;

“the Space”	Depot Studio located within the Grand Theatre Arts Wing, Singleton Street, Swansea SA1 3QJ;
“the Taxes Act”	the Income and Corporation Taxes Act 1988 (as amended from time to time);
“the Theatre”	the public body known as the Council of the City & County of Swansea
“the Theatre’s Equipment”	all stage equipment and appliances, machinery, ropes, gas and electric appliances and water and fire appliances owned by the Theatre in or about the stage and dressing rooms at the Theatre at the date of the Agreement”;
“VAT”	value added tax;
“Venue”	the Grand Theatre Arts Wing situated at Singleton Street, Swansea; and
“Week”	a period of six days commencing on a Monday and ending on the following Saturday.

3. PERFORMANCE TIMES AND SEAT PRICES

- 3.1 The Producer shall give or cause to be given the performances of the Production at the Space on the dates and times specified in Appendix 1. Any additional costs and expenses incurred as a result of variation (which must in each case be agreed with the Theatre) shall be borne by the Producer.
- 3.2 The official opening performance shall take place on a date to be agreed by the parties.
- 3.3 The price of tickets for the Production shall be fixed by the Theatre and shall not be varied except by the prior written agreement of both parties.
- 3.4 The Producer shall not use or attempt to use any part of the Theatre outside of the times specified in Appendix 1 without the consent of the Theatre and will be subject to an additional charge.
- 3.5 If any performance of the Production shall be cancelled, delayed or curtailed by reason of the failure of the Theatre to perform its obligations because of circumstances beyond the Theatre’s control (including, without limitation, industrial action by staff) neither the Theatre nor the Producer shall have a claim against the other in respect of the cancellation, delay or curtailment.
- 3.6 The Theatre shall use all reasonable endeavours in the event of cancellation of performances by reason of circumstances beyond the Theatre’s control to minimise the Contra which shall nonetheless be payable by the Producer.

- 3.7 Performances are Monday to Saturday Evenings, Thursday and Saturday Matinees at the times specified in Appendix 1. Sundays are therefore not included in the Engagement Period unless otherwise allowed for herein.
- 3.8 The Theatre may programme an Access performance during the run of the Production, and will cover any additional costs relating to delivery that may arise. Any access performances will be mutually agreed in good faith prior to brochure deadlines. The Producer will work with the Theatre to deliver any Access performance programmed, which may include: working with the Theatre to determine the position of a captioning box, adaptations to the Production for an audience with specific access needs, and other advice and support.

4. THE THEATRE

- 4.1 The Producer may not use any of the following parts of the Venue:-
- 4.1.1 the refreshment rooms, bars, cloakrooms, vaults, refreshment and storage places and offices used in connection therewith and advertising spaces in and about the Theatre (except the spaces allocated by the Theatre for the purpose of advertising the Production);
- 4.1.2 the office accommodation used by the Theatre; and
- 4.2 The Producer shall be entitled to use the Space (other than the Reserved Parts) solely for the purpose of rehearsing (at times approved by the Theatre) and performing the Production at the Theatre and for the purpose of getting the Production in and out of the Theatre and of Reinstatement (in each case at times approved by the Theatre) and for no other purposes whatsoever.
- 4.3 The Theatre and those authorised by the Theatre shall be entitled to use the stage, back stage, dressing rooms and all other parts of the Space together with all fixtures, fittings, furniture and theatrical accessories in or about the Theatre (including without limitation the Equipment and any of the Producer's property) at all times and for such purposes as the Theatre shall think fit PROVIDED THAT:-
- 4.4.1 neither the Theatre nor any person authorised by it shall interfere with the public performances of the Production or with rehearsals for the Production;
- 4.4.2 the Theatre shall make good at its own expense any damage to any of the Producer's property arising directly and solely as a result of use by the Theatre or persons authorised by it of such property for such other purposes; and
- 4.4.3 the Theatre shall give the Producer reasonable prior notice that it will be using the stage, backstage or dressing rooms or any of the Equipment or Producer's property for such other purposes and shall take all reasonable steps to ensure that the Equipment is not damaged;

- 4.5 The Theatre shall be entitled to carry out planned or emergency maintenance and repair at the Venue at any time PROVIDED THAT:-
- 4.5.1 in the case of planned maintenance, neither the Theatre nor any person authorised by it shall interfere with the public performances of the Production and the Theatre shall give the Producer reasonable prior notice of such planned maintenance;
- 4.5.2 in the case of emergency maintenance and repair the Theatre shall notify the Producer as soon as practicable after becoming aware of the need for such emergency maintenance or repair and take all reasonable steps to minimise disruption to the Production it being acknowledged by the Producer that such emergency maintenance or repair might necessitate the cancellation of one or more performances.
- 4.6 The Producer shall not exercise any of its rights under this agreement in a manner which does or might interfere with the rights of the Theatre and those authorised by the Theatre to control and manage the Theatre (including, without limitation, use of the Reserved Parts and use of the Theatre or such other times as performances or rehearsals of the Production are not scheduled in accordance with this agreement) and/or the Theatre's right and ability to receive for the Theatre's own use and benefit all receipts derived from such control and use.
- 4.7 The Producer may use within the Space (but not elsewhere) all the Theatre's Equipment necessary for the presentation of the Production.
- 4.8 It is hereby agreed that no express or implied warranty is given by the Theatre as to the condition or suitability of the Theatre's Equipment other than that it shall be in reasonable working order at the date of the get-in.
- 4.9 The Producer acknowledges that written approval shall be required prior to any material weight being hung or placed on the structure of the Theatre, such approval to be given solely by the Theatre's engineers as notified to the Producer from time to time. The Producer shall be responsible for paying or reimbursing the reasonable fees of such engineers.
- 4.10 The Producer agrees:-
- 4.10.1 except as provided in clause 15, not to supply or provide or to permit to be supplied or provided at the Venue or to persons awaiting admission to the Venue any bar facilities, front of house facilities, refreshments, programmes, books, music, photographs, cloakroom accommodation, chairs, opera glasses, merchandise or any like articles or things; and
- 4.10.2 not to remove from the Venue or damage any of the fixtures, fittings, furniture and machinery, properties, scenery and equipment and other effects which may be in the Venue not belonging to the Producer.

5. TICKETING

The Theatre will provide box office and ticketing facilities for the Production on the basis set out in Appendix 2.

6. **FEES AND BILLING**

6.1 As consideration for the services to be provided by the Theatre under this agreement the Producer shall pay to the Theatre the fees and Contra and other amounts specified below;

6.1.1 A Standard Engagement Fee of £xxxxxxx,

6.1.2 £xxxxxxx + VAT will be payable on signature of this agreement.

6.1.3 The remainder of the monies will be deducted from matured sales, provided matured sales are sufficient; if not, on demand

6.1.4 Additional charges and contras are listed in Appendix 2.

6.2 The Producer will guarantee the Theatre a minimum of an "...in Association With Grand Theatre" billing credit.

7. **PAYMENT AND ACCOUNTING**

7.1 The Theatre shall pay to the Producer the Admission Receipts less the Engagement Fee, Contra and other sums payable to the Theatre under the Agreement.

7.2 The Theatre shall retain a commission of 20% plus VAT on all programmes and merchandise or any other items that are not tickets sold by any other party in connection with the Production. All merchandise items, including programmes, must adhere to Grand Theatre's branding guidelines and be approved by the Sales & Marketing Manager before production.

7.3 The Theatre shall be entitled to set off against and deduct from any payments to be made to the Producer under the Agreement the amount of any charges or sums properly payable by the Producer to the Theatre under this agreement or otherwise due to it from the Producer.

7.4 In the event that the amount set off in accordance with clause 7.3 shall exceed the amounts payable to the Producer, the Producer shall within five banking days of any demand pay the shortfall to the Theatre.

7.5 All payments to the Theatre shall made in accordance with this agreement shall be made by bank transfer to the account below or by such other method of payment as may be agreed in writing between the Theatre and the Producer.

Account Name: xxxxxxxx

Account Number: xxxxxx

Sort code: xxxxxx

Bank: xxxxxxxx

7.6 If the Producer shall fail to pay any monies due under this agreement on the due date for payment the Theatre shall be entitled to charge (both before and after any judgement or order) interest at the prevailing statutory rate for the time being in force

on the unpaid balance from the due date of payment until actual payment, such interest to be paid immediately on demand.

7.7 The Theatre shall be entitled to refund all or part of the price of any theatre ticket before or after any Production, on behalf of the Producer, if in its discretion it considers it is in the interests of the Theatre to do so in which case the amount of any such refund and related contra charges shall be deducted from Admission Receipts. Any such refunds will be kept to a minimum and if made prior to the relevant performance reasonable efforts will be made to resell the seats concerned.

7.8 From the date of the season on sale until the termination of the Engagement Period the Theatre shall provide the Producer with both daily and weekly sales reports as standard..

7.9 The Producer shall be responsible for and shall pay over to HM Customs and Excise all VAT deducted when calculating/declaring Admission Receipts net of VAT, where applicable.

8 **CONFIDENTIALITY**

The Producer will not make any public, press or industry announcement about the Production without the prior written consent of the Theatre and agrees, warrants and undertakes to the Theatre that it shall treat all Confidential Information as strictly confidential and will not publish or disclose it to any person other than its own professional advisers or to persons entitled to share in the receipts or profits from the presentation of the Production at the Theatre or as required by law. The obligations and restrictions in this clause shall continue notwithstanding the termination of this agreement for whatever reason.

9 **ADMISSION RECEIPTS**

9.1 It is hereby agreed that all receipts in respect of the sale of tickets for the Production shall be the absolute property of the Producer but shall be retained by the Theatre subject to the payment of the balance of sums, if any, from the Producer.

9.2 For the purpose of calculating Admission Receipts in any week credit sales shall be treated as Admission Receipts in the week in which the performance takes place.

9.3 The Theatre may deduct from Admission Receipts for any week the amount of any bad debt arising out of credit sales. In this clause “bad debt” means any sum not paid to the Theatre within 14 days of the due date for payment or, if earlier, when the Theatre shall reasonably consider the amount to be irrecoverable.

9.4 The Theatre may accept cheques and credit and debit cards in payment for tickets up to and including the date of the performance in question and the Theatre and the Producer agree that any losses due to the dishonouring of such cheques and/or credit/debit cards shall be deducted from the Admission Receipts in respect of the week in which such cheque or credit/debit card voucher shall be dishonoured.

- 9.5 If the Theatre shall give a refund such refund shall be treated as a deduction from the Admission Receipts in respect of the week in which such refund is made.
- 9.6 If a bad debt shall arise or a cheque or credit/debit card shall be dishonoured or a refund shall be made after the termination of this agreement, howsoever terminated, the Producer agrees promptly to repay to the Theatre any payments which shall have been made by the Theatre to the Producer in respect of Admission Receipts which comprised amounts which the Theatre considers to be irrecoverable or which shall have been refunded by the Theatre.
- 9.7 In the event that any amount deemed to be a bad debt under clause 9.3 and which shall have been deducted from Admission Receipts shall thereafter have been recovered, the amount of the debt recovered shall form part of the Admission Receipts in the week in which recovery shall have occurred. If such amount shall be recovered after the termination of this agreement the amount recovered shall be treated as if it were part of the Admission Receipts for the last week during which the Production shall have been presented at the Theatre and the Theatre shall make a payment to the Producer in respect of such amount accordingly.

10. **THE PRODUCER'S UNDERTAKINGS**

- 10.1 The Producer warrants, represents and undertakes to the Theatre that:-
- 10.1.1 all the rights necessary publicly to stage and to perform the Production in the United Kingdom and at the Venue in accordance with this agreement are solely and exclusively vested in or licensed to the Producer;
- 10.1.2 (1) the Production shall not have been presented by any person at any theatre within 30 miles of the Venue within six months prior to its opening at the Venue;
- (2) where this agreement and/or the run of the Production is terminated as a consequence of the breach of any provision of this agreement by the Producer
- 10.1.3 not prior to the termination of the Agreement, without the prior written consent of the Theatre, to permit or suffer any performance of the Production (whether in the Venue or elsewhere) or any part thereof to be sound recorded or video recorded for any purpose or to be transmitted by television or satellite or broadcast by radio (save that recorded excerpts not exceeding five minutes in duration may be used for promotional and publicity purposes);
- 10.1.4 it shall provide and produce the Production at its own expense with artistes, substitutes, scenery, properties, costumes and anything else required for the Production at the Space of sufficient calibre and number and otherwise in accordance with first class standards and ensure that prior to the first performance of the Production at the Theatre all scenery and properties shall be properly fire-proofed to the satisfaction of the responsible authorities;
- 10.1.5 it shall pay all authors', composers', producers', publishers' and other royalties and fees payable in connection with the performance of the Production at the Venue;

- 10.1.6 it shall pay all costs of maintaining the Production including (without limitation) the cost of repairs and renewals and replacement of scenery, properties, equipment, effects, costumes, stage lighting equipment provided by the Producer and for any stage lighting equipment provided by the Theatre, together with other expenses necessary to keep the production in first-class condition, the cost of “getting-in” and “getting-out” of scenery, properties and effects of the Production and the cost of handling erecting and dismantling scenery and lighting effects;
- 10.1.7 it shall pay all remuneration (including, without limitation, sick pay, holiday pay and maternity pay) properly payable to the artistes appearing in the Production, understudies and stage management and account to the HMRC for all tax and National Insurance contributions payable in respect of such remuneration;
- 10.1.8 it shall conduct all performances of the Production at the Venue in a responsible and orderly manner;
- 10.1.9 it shall confine all performances of the Production to the stage area behind the front edge of the stage subject to the final design of the Production being agreed with the Theatre; and
- 10.1.10 it shall not incur any liability in the Theatre’s name or bind or purport to bind the Theatre or hold itself out as entitled to incur debts in the name of the Theatre.
- 10.2 The Producer further undertakes and agrees:-
 - 10.2.1 that the cast of the Production shall include the persons named in the Special Conditions or suitable substitutes approved by the Theatre which approval may be subject to such conditions as the Theatre may reasonably specify;
 - 10.2.2 to engage the cast, orchestra, understudies, company manager, stage managers and all other persons performing or employed in the Venue (other than bar staff, ushers, and programme sellers) and ensure that such cast, understudies and other persons together with the scenery, dresses and costumes and the general production of the Production are and throughout the period of this agreement shall continue to be in accordance with first class theatre standards;
 - 10.2.3 to procure that at each performance of the Production the advertised artistes shall appear unless prevented from doing so by circumstances beyond the Producer’s control in which case the Producer shall give appropriate notice to the Theatre and the public as soon as reasonably possible;
 - 10.2.4 to notify the Theatre as soon as possible of the right (if any) of any artistes performing in the Production referred to in the Special Conditions to cease to perform in the Production;
 - 10.2.5 to ensure that its employees, representatives and agents behave in an orderly manner; and
 - 10.2.6 to engage all actors and stage managers on an appropriate Equity contract, more details of which can be found in Appendix 4.

- 10.3.1 The Producer represents to the Theatre that the Producer shall not by the public presentation of the Production or by the publication of any matter in connection therewith, including, without limitation, the copy for the programmes to be provided pursuant to clause 15.2:-
- (1) breach any copyright or any other right of any person; or
 - (2) cause the publication of any matter which is defamatory or which may in any way contravene the Theatres Act 1968 (as amended or replaced from time to time).
- 10.3.2 The Producer undertakes to deliver to the Theatre within seven days of the date of this agreement a full script of the play for the Production showing such working instructions as are available and procure that every performance of the Production shall be in accordance with the script and to inform the Theatre of any material changes thereto.
- 10.4.1 The Producer further undertakes to the Theatre:-
- (1) to keep the whole of the Theatre (except the main structure and walls) and the fixtures, fittings, furniture and machinery, properties, scenery and equipment and other effects belonging thereto and all improvements, additions and substitutions thereto clean and in the same standard of repair and working order as they are in at the commencement of the Engagement Period subject to ordinary wear and tear and excepting only damage by fire and flood;
 - (2) to take all such precautions as are usually taken by visiting producers in a first class theatre to prevent the items referred to in clause 10.4.1(1) from being destroyed, injured, damaged or lost and shall keep the same in such repair, order and condition as is consistent with the provisions of clause 10.4.1(1) and any loss or damage caused thereto or to any part thereof by the Producer, or by its agents, or by any persons under its control coming into the Venue shall be made good forthwith by and at the expense of the Producer;
- 10.4.2 At the expiration or sooner determination of the Agreement, the Producer shall at its own expense according to a schedule determined by the Theatre leave the Theatre and effect Reinstatement (or, at the Theatre's election, agree that the Theatre may effect Reinstatement or any part of Reinstatement at the Producer's expense) to the satisfaction of the Theatre and without delay remove all scenery, properties, costumes and effects which are the property of the Producer. Any items belonging to the Producer, including set, props, costumes, programmes or any other items, will be thrown away by the Theatre 48 hours after the get-out date listed in Appendix 1;
- 10.4.3 The Producer shall not without the prior written consent of the Theatre and the relevant local authority (if applicable):-
- (1) make any alterations in or additions to the Venue or the arrangements for lighting (other than lighting for the Production) and heating or any other arrangements of or in connection with the Theatre;
 - (2) cut or alter or allow any cutting or alteration of any of the stage properties or theatrical accessories nor make or permit to be made any alteration to the Venue

fabric or the fixtures and fittings thereof or cut maim or injure any of the walls and timbers thereof; or

- (3) alter the seating arrangement in the auditorium or make other alterations to the Venue.

10.5.1 The Producer undertakes to perform and to observe:-

- (1) such terms of the local authority theatre licence and rules and regulations made by any other competent authority for the Venue as are brought to its attention or are or should reasonably be within its knowledge;
- (2) the terms of any policy of insurance effected by the Theatre or by a third party with the Theatre's approval relating to the Theatre, its use or the Theatre's employees which policy, or policies the Theatre shall make available for inspection by the Producer if so requested and upon reasonable prior notice in writing;
- (3) the Theatres Act 1968, Sunday Theatre Act 1972, the Child Performers Regulations 1968 (as such enactments may be amended or re-enacted from time to time) and all requirements set out in Appendix 4 and all other statutory regulations applicable to the presentation of the Production at the Venue; and
- (4) the Health and Safety at Work Act 1974 and all amendments thereto and orders made thereunder and all requirements set out in Appendix 4.
- (5) The Theatre's requirements as set out in Appendix 4 to which the Theatre may make reasonable amendments from time to time;
- (6) The Access times and schedule as set out in Appendix 1 and not allow any persons under its control to enter the Venue in breach of such restrictions.

10.5.2 The Producer undertakes:-

- (1) not to do or authorise or permit any act or thing to be carried on or done in or about the Venue or any part thereof which shall or may become a nuisance, damage, disturbance or annoyance to the Theatre or any other person (including without limitation owners or occupiers of adjacent or adjoining premises or to the neighbourhood) or which may cause any licence applicable to the operation of the Venue or any part thereof to be withdrawn, annulled, suspended, endangered or not renewed;
- (2) not to make any direct application to any competent authority for any variation of any rules and regulations in force for the Venue or the local authority theatre licence and the Producer agrees to pass any such application in writing to the Theatre which shall have a complete discretion whether or not to forward such application to the authority concerned; and
- (3) upon being given notice thereof by the Theatre comply at all times with the regulations of any competent authority relating to the management and operation of the Venue and the lighting and ventilating apparatus therein save that any renewals, additions or alterations to the Venue or the machinery, fixtures, fittings, furniture, effects and appointments therein necessitated by any requirements of such authority (other than any regulations or requirement made solely by reason of the performance of the Production at the Theatre) shall be carried out by and at the expense of the Theatre.
- (4) To provide the staff listed at Appendix 3.

- 10.5.3 The Producer warrants:-
- (1) not to use copyright sound recordings in the Production at the Venue without first obtaining all the necessary licences and/or permissions (including, for avoidance of doubt, any licences required from the Performing Rights Society, Phonographic Performances Limited or any other collecting society) necessary publicly to perform the production; and
 - (2) to pay the copyright royalties and other fees in respect of the licences and/or permissions in clause 10.5.3 as and when such are payable.

11. **THE THEATRE'S UNDERTAKINGS**

The Theatre agrees that subject to due compliance by the Producer with its obligations under this agreement the Theatre shall:-

- 11.1 use its reasonable endeavours to provide or cause to be provided at all performances of the Production bar and refreshment facilities to the standard usually provided at the Theatre [and a sufficient number of programmes available for purchase should they be in stock for the Production];
- 11.2 keep or procure the keeping of the main structure and walls of the Venue in good repair and condition and heat, clean and maintain the Venue in all respects to a high standard and maintain the supply of electricity to the whole Venue and promptly pay all outgoings in respect of the Venue; and
- 11.3 keep or procure the keeping in force of the local authority licence for the Venue and insurances for the Venue against fire and flood.
- 11.4 provide, subject to availability, equipment and facilities for the Producers' use, as outlined in Appendix 3.

12. **FUTURE EXPLOITATION OF THE PRODUCTION**

12.1 If at any time within two years following the last paid public performance of the Production at the Theatre any contract is made for the presentation of the Production to the paying public in the West End, or in any country outside of the United Kingdom, or a contract is made for the production of or disposition of rights in a cinematograph film or television production, or videogram of or adaptation of the Production for broadcast or transmission the following will apply:

- (1) The name of the Theatre, being the place where the production was originally presented, or first presented in the UK, or first presented in London, shall be acknowledged in all scripts, programmes, posters and other publicity material relating thereto;
- (2) In the case of live stage performances the Theatre shall be entitled to a royalty of 1% (one percent) of Net Box Office Receipts thereof calculated and payable in like manner and at the like times as for all other royalty participants therein;
- (3) In the case of a cinematograph film or television production or videogram or rights therein the Theatre shall be entitled to 3% (three percent) of all gross revenue

thereon (after prior deduction of relevant VAT thereon) of the Producer (and/or any affiliate of the Producer).

(4) Payment of all sums due to the Theatre shall be made within 7 (seven) days after receipt of the same by the Producer and/or any such affiliate.

12.2 The Producer undertakes to keep the Theatre informed of any and all such contracts and/or occurrences and to provide the Theatre with copies of all relevant documents relating to the same and to pay or procure the payment to the Theatre of the sums hereinbefore described as and when the same fall due.

13. MARKETING

13.1 The Producer shall at its own expense adequately advertise the Production in advance of and throughout the run of the Production at the Venue. The Producer agrees to provide a suitable marketing budget to resource such advertising, with reference to the advice giving in Grand Theatre Marketing & Sales Guidelines.

13.2 The Producer shall ensure that all its advertising and promotional material displayed by or on behalf of the Producer at the Venue or in any other public places shall accord with laws or regulations and the Producer shall indemnify the Theatre against all claims and costs in the event of the Theatre being prosecuted for the display of the Producer's advertising and promotional material including, without limitation, "fly-posting".

13.3 The Producer shall ensure that all advertising and publicity will adhere to the Venue's branding guidelines, as laid out in Grand Theatre's Marketing & Sales Guidelines.

13.4 The Producer shall not place any advertisement or publicity of any kind in any form (including, without limitation, front of house displays) which the Theatre considers inappropriate or misleading. Forthwith upon receipt of notice from the Theatre that any advertisement or publicity of any kind in any form (including, without limitation, front of house displays) which has been placed is inappropriate or misleading, the Producer shall procure that such advertisement or publicity is withdrawn and all copies thereof removed.

13.5 The Producer (including its employees and officers) and its agents shall not permit, encourage or arrange for fly-posting or other illegal advertising of the Production in accordance with the Town and Country Planning Act 1990 or such equivalent laws or regulations as may be in force from time to time.

13.6 Notwithstanding the provisions of clause 6, the Producer shall not use the wording set out above or the Marks in connection with fly-posting or other illegal advertising.

13.7 If the Theatre is notified that fly-posting has taken place, this shall constitute a material breach of the Agreement and the Theatre shall, without prejudice to its other rights and remedies, be entitled to terminate the Agreement with immediate effect; set-off all costs incurred by the Theatre in the removal of posters and/or any fines or payments that the Theatre may be required to pay in connection with Producer's fly-posting

against Admission Receipts for the Production and/or any other events produced or promoted by Producer. On notification that fly-posting has taken place, the Theatre shall be entitled to retain from Admission Receipts the sum of two thousand five hundred pounds (£2,500) or such other sum as it deems necessary to cover the cost of future fines or payments that the Theatre may be required to pay in connection with such fly-posting.

13.8 The Parties shall provide and follow the Marketing & Sales Guidelines outlined in Appendix 5.

14. FRONT OF HOUSE DISPLAYS

14.1 The Theatre shall at its own expense display photos and quotes provided by the Producer in its Front of House areas, as detailed in Grand Theatre's Marketing & Sales guidelines.

14.2 The Theatre shall, at its own expense, provide chalkboard artwork for the Production based on images supplied by the Producer, as detailed in Grand Theatre's Marketing & Sales guidelines.

14.3 The Theatre may place front of house displays and leaflets and posters in and around the Theatre for future productions at the Theatre and for productions at any other theatre owned or managed by the Theatre or produced by the Theatre or any associated entity.

15. PROGRAMMES

15.1 The Producer shall have the sole and exclusive right to publish and sell a programme / play text for the Production at the Venue and/or to authorise others to do so.

15.2 The Producer will provide 5 complimentary copies of the programme/ play text to the Theatre for archive purposes, where a programme/ play text is created.

15.3 The Producer will supply an exact stock count of programmes/ play texts on initial delivery and any further deliveries during the hire.

15.4. Any programmes/ play texts taken by the Producer for complimentary use will be signed out with the Duty FOH Manager at the time taken.

16. MERCHANDISE

16.1 The Theatre shall have the sole and exclusive right to facilitate sales of merchandise or goods relating to the Production in the Venue, should the producer wish to sell merchandise directly the Theatre will not unreasonably withhold granting such rights. Commission will be charged to the Producer at the rate of 20% on total gross sales. This commission is subject to a 20% VAT charge for the service.

16.2 The Theatre shall not provide staffing for a dedicated merchandise stand. This must be provided by the Producer at the cost of the Producer.

17. INSURANCE

- 17.1 The Theatre shall not be liable for any loss or damage to any of the properties, scenery, equipment or other effects brought into or stored in the Venue by or on behalf of the Producer (including, without limitation, personal effects of artistes, musicians and stage management) and the Producer shall be responsible for the security thereof.
- 17.2 The Producer shall within seven days after the date of this agreement or, if earlier, prior to getting the Production into the Venue effect insurance with an insurer approved by the Theatre (such approval not to be unreasonably withheld or delayed) and shall maintain such insurance in full force and effect during the currency of this agreement:-
- 17.2.1 in respect of damage to all properties, scenery, equipment and other effects used in connection with the Production on an all risks basis in amounts approved by the Theatre; and
- 17.2.2 against any liability whether under statute or common law arising out of any act or default of the Producer, its agents, servants, employees or others acting under the instructions or directions of the Producer or its agents in amounts approved by the Theatre;
- 17.3 The Producer shall procure that the policies of insurance referred to in clause 17.2 shall on demand be produced to the Theatre and that the interest of the Theatre shall be noted on the policies unless otherwise required by the Theatre.
- 17.4 The Producer shall not do or permit anything to be done nor shall omit to do nor permit anyone else to omit to do anything which shall or may invalidate or render void any policy of insurance effected by the Theatre or in connection with the Venue or which may increase the premiums payable thereunder or may imperil the renewal of such insurance.

18. FOREIGN ENTERTAINERS INCOME TAX AND VAT

- 18.1 The Producer will be responsible for obtaining and presenting to the Theatre any relevant visas. Failure to present a visa prior to a rehearsal or performance taking place at the theatre will result in the withdrawal of the theatre facility until the relevant visa has been inspected.
- 18.2 The Producer undertakes to ensure that the laws applying to the withholding of tax on foreign performers shall be carried out by the Producer and that any monies to be withheld in accordance with the tax laws shall be paid by the Producer and to

indemnify the Theatre against any loss that the Theatre shall have sustained by the non-payment of such monies.

- 18.3 The Producer undertakes to procure that any foreign performer or entertainer engaged by the Producer in connection with the production and performance of the Production shall comply with all and any laws concerning VAT which are applicable to foreign performers or entertainers and that the Producer shall indemnify the Theatre against all and any claims which may be made against the Theatre by reason of the failure of the Producer and such foreign performers or entertainers or any of them to comply with such laws.

19. TERMINATION

- 19.1 The Theatre shall be entitled by notice in writing to the Producer to terminate this agreement forthwith upon the happening of any of the following events:-

19.1.1 if the Producer shall fail to present the Production under the terms of the Agreement on the dates specified in the Special Conditions or, unless prevented by circumstances beyond the Producer's control, at any of the scheduled performances;

19.1.2 if the Producer shall be in breach of any of the warranties, representations, undertakings and obligations on its part contained in this agreement and if the breach is capable of remedy the Producer shall not have remedied such breach within 48 hours (excluding Sundays) after service of written notice of such breach on the Producer;

19.1.3 if a receiver, administrative receiver, administrator or other encumbrancer shall take possession of or is appointed over the whole or any part of the assets of the Producer or if the Producer shall enter into any arrangement or composition with or for the benefit of its creditors or if the Producer is wound up or becomes bankrupt; or

19.1.4 if the Producer shall knowingly suffer or permit any act which:-

- (1) prejudices the local authority theatre licence applicable to the Theatre;
- (2) jeopardises the safety of the Theatre or renders void or invalidates any of the Theatre's insurances; or
- (3) breaches any legislation or is criminal.

19.2 If the Producer shall be threatened with prosecution under the Theatres Act 1968 as amended, re-enacted or replaced from time to time or any other applicable laws or with an action for breach of copyright, or breach of any other right of any person:-

19.2.1 where notification of such prosecution or action shall have been received by the Producer in respect of the presentation of the Production at the Venue the Producer shall immediately inform the Theatre in writing and supply the Theatre with copies of such notification and all documents received in connection therewith and a copy of the prompt script of the Production or any other material on the basis of which the prosecution shall have been threatened; and

19.2.2 if before the expiry of four days after a threat of such prosecution or action shall have been made or a notification is received by the Producer or before any action or prosecution shall be brought (whichever is the earlier) the Producer shall be unable to propose alterations to the Production reasonably acceptable to the Theatre to preclude such prosecution or action either party may serve upon the other notice terminating this agreement forthwith without prejudice to either parties rights under this agreement.

19.3 Subject to clause 21 on termination of this agreement (howsoever arising) the Theatre shall be entitled out of any deposit and/or any other monies payable by the Theatre to the Producer to retain such sum as the Theatre shall in its reasonable opinion think appropriate to pay the Contra and/or any sums which may be payable by the Producer to the Theatre or by the Theatre on behalf of the Producer including, without limitation, costs incurred in respect of Reinstatement and sums to which the Theatre shall be entitled under the indemnities in clause 20.

19.4 Termination of the Agreement in accordance with this clause 19 shall be without prejudice to any rights or liabilities arising prior to such termination.

20. INDEMNITY

20.1 The Producer shall indemnify the Theatre against all costs, claims, actions, demands, losses, expenses and damages (including payments made by the Theatre on the advice of Counsel and all legal and other costs incurred by the Theatre in enforcing its rights under this indemnity) incurred by or made against the Theatre whether alone or with another person as a result of or in connection (directly or indirectly) with:-

20.1.1 any breach or non-observance by the Producer of any warranty, representation or undertaking on the part of the Producer contained in this agreement;

20.1.2 performances of the Production hereunder;

20.1.3 the publication of any matter by the Producer in connection with the Production including, without limitation, the copy for the programmes provided by the Producer under clause 15.2 of this agreement;

20.1.4 any claim arising directly or indirectly out of any act or default of the Producer, its servants, agents, employees or others acting under its instructions or directions; and/or

20.1.5. any losses arising as a consequence of the failure of the Producer to vacate the Venue on the date of termination of this agreement (howsoever arising) and/or to effect Reinstatement in accordance with this agreement.

21 CANCELLATION

21.1 If the Production is cancelled by the Producer more than three months before the commencement of the Engagement Period the Theatre shall retain any monies paid.

21.2 If the Production is cancelled by the Producer three months or less before the commencement of the Engagement Period the Theatre shall retain all monies already paid and the balance of the Engagement Fee will become payable to the Theatre upon demand, if not already paid. In

addition any expenses losses costs or damages incurred by the Theatre as a result of or relating to the Producer's cancellation will also be payable upon demand, upon production of evidence.

22. NOTICES

- 22.1 Any notice to a party under the Agreement must be in writing and may be sent by pre-paid first class post or another method of delivery requiring signature on delivery, to the address given for the Producer in the Special Conditions or the address for the Theatre in the General Conditions or such other address for service as either party may notify in writing the other from time to time;
- 22.2 A notice will be deemed to have been served by any of the following methods: if delivered personally, at the time of delivery; if delivery is signed for, at the time of signature, or 48 hours after sending by Signed For Delivery whichever the sooner;
- 22.3 The parties covenant with each other not to attempt to prevent or delay the service on them of a notice connected with the Agreement.
- 22.4 If the receiving party consists of more than one person then a notice to one of them is notice to all.

23. LIMITATION OF LIABILITY

- 23.1 The Theatre shall not be liable to the Producer for any indirect or consequential loss or damage or any loss (whether direct or indirect) of profit, business, data, opportunity, revenue, goodwill or reputation.
- 23.2 The Theatre's total maximum liability arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in respect of the Production, an amount equivalent to the monies paid to the Theatre by way of Engagement Fees or Contra or a bona fide estimate thereof.

24. GENERAL

- 24.1 Nothing in this agreement shall constitute or be deemed to constitute a partnership between the parties hereto or a tenancy or licence of the Theatre or any part thereof or give a right of possession of or other proprietary right in the Venue or any part thereof to the Producer. The whole of the Venue shall during the continuance of this agreement be and remain in the sole ownership, possession and control of the Theatre.
- 24.2 This agreement contains the entire agreement between the parties hereto in relation to the subject matter of this agreement and none of the parties hereto has been induced to enter into this agreement by any representation, warranty or undertaking given by any of the parties hereto to any of the other parties hereto other than such warranties, representations and undertakings as are contained in the Agreement.

- 24.3 No variation of the Agreement shall be made otherwise than in writing and signed by or on behalf of each of the parties hereto.
- 24.4 This agreement is personal to the Producer and the Producer shall not assign, sublicense or charge this agreement nor any part of or right under it.
- 24.5 The fees, charges and other sums payable under this agreement shall be exclusive of VAT and VAT shall be added thereto at the prevailing rate (where applicable).
- 24.6 Any waiver by any party of any of the other's obligations under this agreement shall not operate as a waiver of, or estoppel in respect of, any subsequent breach of that or any other obligation under this agreement.
- 24.7 Reference to any clause or schedule is a reference to a clause or schedule to the Agreement and the schedules to the Agreement shall form part of and be deemed to be incorporated in the Agreement.
- 24.8 Any reference to persons includes a reference to firms, corporations, unincorporated associations and legal entities of any kind.
- 24.9 Any reference to the singular includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine.
- 24.10 Any agreement, warranty, representation, indemnity, covenant or undertaking on the part of two or more persons shall be deemed to be given by such persons jointly and severally.
- 24.11 Headings and titles are used for ease of reference only and do not affect the interpretation of this agreement.
- 24.12 If any provision of this agreement shall be held to be void or unenforceable for any reason the remaining provisions of this agreement shall continue in full force and effect as if the relevant provision had been deleted from the agreement.
- 24.13 Each party shall bear its own legal costs in connection with the preparation and execution of this agreement.
- 24.14 The Theatre will use its best efforts to ensure that the Producer has no complaints or issues during their presentation of the Production. During this period, the Producer will be assigned a member of the Senior Management Team with whom they can raise complaints or concerns. The Producer should raise any complaints or concerns immediately; the Theatre will make every attempt to resolve matters as quickly as possible and will keep the Producer in touch with progress. It is in both the Producer's and the Theatre's interests that complaints are raised as soon as possible and no later than the end of the Producer's time here. The Theatre cannot deal with complaints that are raised late.

25. RIGHTS OF THIRD PARTIES

25.1 A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

26. DATA PROTECTION

26.1 By entering into this Contract, the Producer agrees and acknowledges that their contact details, as included in Clause 1 of this contract, will be kept on Grand Theatre’s files for the duration of this agreement and for six years afterwards (in line with legal obligations for financial reporting and auditing). Your signature of this contract constitutes your consent to such use and storage of your data.

26.2 The Producer confirms that in respect of all third party personal data, you have the requisite permissions to share it, as required, with Grand Theatre, who will retain it in line with our Data Processing Policy.

This Agreement is supplemented by the following Appendices:

APPENDIX ONE: Key Dates

APPENDIX TWO: Charges & Contras

APPENDIX THREE: Technical Commitments

APPENDIX FOUR: What we need from you

APPENDIX FIVE: Marketing & Sales Guidelines

The terms of the agreement between Grand Theatre and the Producer as set out in the Contract and Appendices 1-5 (which are attached) are entered into between the parties on **(DATE)**. By countersigning below the Producer signifies agreement to all the terms of the Contract and Appendices and agrees to be bound by them.

Signed by an authorised signatory on behalf of Grand Theatre

.....

[NAME]

Signed by an authorised signatory on behalf of the Producer

.....

[NAME]

APPENDIX ONE: Key Dates & Times

Copy & image for brochure deadline: xxxx

Season announcement date: xxxx

Get-in date: xxxx

Engagement Period/Term: xxxx

Tech dates: xxxxxx

(please see Appendix 3 for a breakdown of technical support offered and the relevant contra)

Meet and greet with Grand Theatre team (including H&S briefing): (1pm, Tues tech week)

Preview dates: xxxxxxxx

(note: during these dates, you will have the support of one technician from 10am – 10pm, as detailed in Appendix 3)

Press night: xxxxxx

Performances: xxxxxx

Performance schedule: Monday – Saturday at xxx; Thursday & Saturday Matinees at xxx
(note: access to the space is from xxx for evening shows; xxxx for matinees)

Access Performance: xxxx

Get out date: xxxx

Settlement due: (28 days from get out date)

APPENDIX TWO: Charges & Contras

The Theatre will provide box office and ticketing facilities for the Production on the basis:

Confirmed Charges which will appear on your settlement

- Remaining rental due: £xxxxx+ VAT
- Per ticket fee (excluding comps): £xxxxx + VAT
- Credit / debit card commission: 3.5% of ticket sales + VAT
- PRS recharge for incidental music: £xxxxxx per week

Charges that may be incurred and will appear on your settlement

- 20% of programme/merchandise sales + VAT – merchandise commission
- Technical recharges:
£24.75 + VAT per hour per crew member (post four hour call) plus ERS
NI/Superannuation rate of 38%
- PRS recharge for any interpolated music applied for

Please see Appendix 3 for what technical support is provided as part of your rental payment. We strongly advise you to contact Grand Theatre's Technical Manager on [xxxxxxx](#) to discuss your crewing requirements in advance if you think you will need more support than this.

- Marketing recharges (as per Appendix 5):
£25 + VAT per box office / online content amendment
£50 + VAT per additional agency set-up
£200 + VAT per exclusive e-shot
- Cafe Bar Recharges – from press night or any other events
- Photocopying recharge
£0.20 per black and white sheet
£0.50 per colour sheet

APPENDIX THREE: Technical Commitments Schedule

Role	Name
Production Manager	
Lighting Designer	
Production Electrician	
Sound Designer	
Set Designer	

By signing this you committing to providing the follow staffing requirements for your Get in, Production Week and Get Out. Please provide names of these positions 2 weeks before your Get In. If you do not provide any role that you have signed against above, Grand Theatre reserves the right to add staffing to your get-in to ensure that the show can be mounted safely and on time, and to add the cost for this to your contra.

Producer's Signature: _____

Technical Schedule / Support Provided:

GET IN, TECH & PREVIEW WEEK

<u>Sunday by agreement</u>	
18.00 – 22.00	<ul style="list-style-type: none"> 2 x crew provided for 4 hours (provided as part of rental)
<u>Monday xx xx</u>	
10.00 – 22.00	<ul style="list-style-type: none"> 2 x crew provided for 4 hours (provided as part of rental)
<u>Tuesday xx xx</u>	
10.00 – 22.00	<ul style="list-style-type: none"> 2x crew provided for 4 hours (provided as part of rental)
<u>Wednesday xx xx</u>	
10.00 – 22.00	<ul style="list-style-type: none"> 2x crew provided for 4 hours (provided as part of rental)
<u>Thursday xx xx</u>	
10.00 – 22.00	<ul style="list-style-type: none"> 2 x crew provided for 4 hours (provided as part of rental)
<u>Friday xx xx</u>	
10.00 – 22.00	<ul style="list-style-type: none"> 2 x crew provided for 4 hours (provided as part of rental)
Saturday	<ul style="list-style-type: none"> 2 x crew provided for 4 hours (provided as part of rental)

If your press night is in your second week and you want to arrange access during the daytime, this will need to be arranged in advance with the Technical department and may incur an additional charge.

GET OUT at TMA rate (currently £82.44 plus vat for first 2 hours/pro rata thereafter) plus on costs

<u>To be agreed</u>

•

Access outside these times (including early starts and late finishes) will be subject to an additional charge of £24.75 + VAT per hour per staff member plus on costs ,

APPENDIX FOUR: What We Need From You

Production Information:

Copy of rights agreement (if applicable) – on signature (please attach to signature page)
Copy of insurance documentation – on signature (please attach to signature page)
Equal Opportunities Monitoring Form – by the first day of your technical rehearsals
Equity details* – on signature

**All Producers are required to engage their artists and stage managers on an appropriate Equity contract containing the following:*

- *Your UKTheatre membership number*
- *Your ITC Ethical Manager number*
- *The date that you signed your last Union agreement with Equity*

If you aren't able to provide any of the above, please let us know and we will connect you with Equity so they can provide you with an appropriate agreement.

Rehearsal Information:

Please enquire on availability and prices

Press & Marketing Information:

Copy & Image for Brochure – xxxxxxxxxx
Completed Marketing & Box Office Information Form – xxxxxxxxxxxxxx
Press Night Guest List – 4pm the day before your press night
Details of any merchandise to be sold – 1 week before your first preview

Technical Information:

Seating Configuration – 1 month before onsale
Names of Production Team (as per Appendix 3) – 2 weeks before the date of your get-in
Lighting & Sound Plots – 1 week before the date of your get-in
Completed PRS Declaration Form (Incidental Music) – 1 week before the date of your get-in
Completed Risk Assessment* – 1 week before the date of your get-in

*Please note that we cannot allow you to begin your get-in until we have received your completed Risk Assessment.

Front of House Information:

Accurate Running Time – the day before your first preview
Any audience warnings – the day before your first preview
Latecomers points (if any) – the day before your first preview

Information & Requirements for Accessible Performances (delete as applicable):

Parents & Babies Performance:

- Warnings of adult content in the script or onstage – during rehearsals

- A conversation between the director and our Access Coordinator – [during rehearsals](#)
- Lighting Programmed to allow Operator to bring the houselights up independently – [during technical rehearsals](#)
- A chance to brief the cast on what to expect from the Parents and Babies Performance – [2 or more weeks before the performance](#)

Relaxed Performance:

- A conversation between the director and our Access Coordinator – [during rehearsals](#)
- Lighting Programmed to allow Operator to bring the houselights up independently – [during technical rehearsals](#)
- A simplified synopsis, and images and brief descriptions of each character, for a Visual Story (to be created by Grand Theatre) – [2 or more weeks before the performance](#)
- Time to discuss the Relaxed Performance Report, created by Grand Theatre; the report may contain some edits to the action on stage. Extra rehearsal time may need to be scheduled for the actors to adapt moments for suitability for people with sensory sensitivities, learning difficulties or Autism Spectrum Conditions – [2 or more weeks before the performance](#)

Audio Described Performance:

- Agreement to archival filming of your second preview and a performance in the second week – [on signature](#)
- A Microsoft Word copy of the script – [by the start of rehearsals](#), with updates forwarded as they occur
- Stage Manager to call the actors early for the Touch Tour on the day of the performance, and actors to be prepared to introduce their voices and characters and perhaps some props or costumes, for visually impaired patrons, with support from the Audio Describer – [on day of performance](#)

Appendix 5

MARKETING & SALES GUIDELINES

Swansea Grand Theatre - About us

The theatre celebrates performances in all its varied forms, with no barriers to admission. Diversity is the main theme and personality of our brand. This is visualised with a kaleidoscope of colour. We are charismatic, energetic, modern, dynamic, creative, inclusive and kind. Our brand will take centre stage, creating a lasting impression and memorable identity.

Our aims

Develop and engage in an interesting and creative way. Reach out to our audiences to educate, uplift and keep a sparked interest in the arts and theatre.

Reassure our retained and engage with our new audiences.

Build connections with our community to encourage participation and creativity within a safe and established environment.

Be the heartbeat of creativity in Swansea and South West Wales.

What we need

In order to establish a strong marketing connection with our audiences, we have introduced standard marketing packages reinforcing our identity in context with the audience we're appealing to.

As part of the new ways of working at the theatre, our marketing will be focussing primarily online. The development of our new website and online booking system will help establish new relationships with our customers.

Standard package

Cost to producer - £200

- Theatre Brochure – Standard bilingual advert – Run of 30,000 distributed and also mailed to theatre Extras members
- Website – Bilingual event listing
- Social Media – Bilingual event listing
- E-shot – Event listing in monthly reminder e-shot
- Digital Screens – Standard bilingual event advert
- Presence in at least 1 standard poster frame and flyer stand in FOH areas

The team are also able to offer the following support

Engagement Package

Cost to producer - £100

- 1 Creative Facebook post
- 1 Creative Twitter Post
- 1 Creative Instagram post
- Solus bilingual e-flyer to targeted audience
-

Producer will supply -

Digital artwork - 1080 x 1920

350 flyers

3 A3 posters

4 DC posters

Theatre will supply -

Overprint template and logos for your flyers and posters