

shall be **APPENDIX 5**

(b) the other features
SPECIFICATION OF SERVICE

WHEREAS:

1. The present document (as it may be amended from time to time by the agreement of the Authority and the Contractor) is the Specification of Service referred to in the agreement between the Authority, the Contractor and the Contractor's Guarantor to which it forms Appendix 5 (the "Agreement") and is to be read in conjunction with the Agreement to the intent that (save only to the extent that there may be any inconsistency between the two documents, in which event the Agreement shall prevail) the Agreement and the Specification of Service shall complement each other.
2. Terms defined in the Agreement have the same meaning herein unless the contrary intention appears.

NOW TODAY IT IS AGREED AS FOLLOWS:-

1. That the Leisure Pool Unit will be kept open to the general public as a leisure pool complex throughout the Contract Period provided that the Leisure Pool Unit may be closed in any calendar year (i) for periods which shall in aggregate not exceed fourteen (14) days and (ii) in any event for such periods when closure shall be required for essential maintenance and repair. At the times when the Leisure Pool Unit is to be kept open as aforesaid, (a) the six lane twenty-five (25) metre pool forming part of the facilities at the Leisure Pool Unit will be open to the general public between not less than the hours of (a) 8.00 a.m. to 8 p.m. from the 1st May to 30th October of each year, and (b) 10.00 a.m. to 6 p.m. from the 1st November to 31st December and from 1st January to 30th April of each year. **Provided always** that the

six lane twenty-five (25) metre pool may be closed to the general public at such times as it shall be in use for bona fide swimming club activities and competitions and (b) the other features and facilities at the Leisure Pool Unit are to be open to the general public at all times save when the Contractor is satisfied (acting reasonably) that there is no demand for their availability.

2. That the Contractor will permit the use of the six lane twenty-five (25) metre pool to bona fide swimming clubs for equivalent time and on an equivalent basis to the provisions which applied at the Fort Regent Pool prior to its closure (details of which are known to the Contractor) and shall meet with representatives of the swimming clubs and the Sport Leisure and Recreation Committee of the States of Jersey ("SLR") annually to review and agree swimming club use for the ensuing year.
3. That the charges levied to the residents of the Island of Jersey and swimming clubs for use of the six lane twenty-five (25) metre pool will be at the discretion of the Contractor but shall be discussed with SLR on an annual basis to maintain the same (by means of discounts applied to the charges levied by the Contractor to other users of the said pool) generally in accordance with those charged by SLR at its own facilities in the Island.
4. That in the operation of the Leisure Pool Business the Contractor shall in addition to any other requirements of the Agreement comply with all requirements of law from time to time in force in the Island of Jersey and without prejudice to that requirement and provided the same would not conflict with the requirements of law in force in Jersey shall at all times comply with all legislation codes of practice and other standards generally applicable in the United Kingdom from time to time to the conduct of public swimming pools, to include without prejudice to the generality those under the Health and Safety at Work Act 1974, Managing Health and Safety in Swimming Pools and the RLSS National Pool Lifeguard Foundation Module.
5. That the Contractor will keep the Leisure Pool Unit to a standard of cleanliness consistent with Good Industry Practice and without prejudice to

the generality of that obligation will establish and maintain planned cleaning schedules and the necessary procedures to ensure their effectiveness.

6. That the Contractor will at all times employ not less than two (2) members of staff qualified under the ISRM Pool Operations Certificate (or equivalent) requirements to operate the plant room and equipment established at the Leisure Pool Unit.
7. That the Contractor will ensure that the Leisure Pool Business is properly staffed at all times and that all staff are properly trained and qualified to the extent necessary to conduct the Leisure Pool Business and in particular with regard to the safety of users of the facilities at the Leisure Pool Unit.
8. That the Contractor will monitor as frequently as may be necessary in accordance with Good Industry Practice the quality of the water in the pools and the other facilities at the Leisure Pool Unit and will maintain the same within the optimum levels appropriate thereto.
9. That without prejudice to paragraphs 5 and 8 above the Contractor will establish and maintain daily inspection and testing schedules of all operative facilities and such other regular inspection and testing procedures as may be required.
10. That the Contractor and the Authority acknowledge that it is of paramount importance to the commercial viability of the business and the protection of the investment of the Authority in the construction of the Leisure Pool Unit that they should work together to ensure the best use of the facilities at the Leisure Pool Unit and will to this effect meet regularly to discuss and review the operation of the Leisure Pool Business. In this connection the parties acknowledge that it is not the intention that Fort Regent Pool, for so long as it remains in operation, should trade in competition with the Leisure Pool Unit. Accordingly, the Authority agrees that if Fort Regent Pool shall, notwithstanding such intention, trade in competition with the Leisure Pool Unit, the Management Agreement shall be subject to such variation as shall

be reasonable in order to compensate the Contractor for such loss of revenue as shall result from such competitive trading.

11. That the Contractor shall at the request of and by prior arrangement with the Authorised Officer permit nominated representatives of SLR or such other Committee or body or individual representing the Authority as may be appropriate access to the Leisure Pool Unit and the records of the business at all reasonable times to satisfy the Authority that the Contractor is discharging its obligations under this Specification of Service.
12. This Specification of Service will be subject to change from time to time by the written agreement of the Contractor and the Authority.