

Decision Report – Executive Decision



Forward Plan Reference: FP/23/03/06

Decision Date: 25/09/2023

Key Decision: Yes

Contract Award: Decarbonised Project at Wellington Sports Centre

Executive Member(s): Cllr Ros Wyke – Lead Member for Economic Development, Planning and Assets and Cllr Dixie Darch – Lead Member for Environment and Climate Change

Local Member(s) and Division: Cllr Andrew Govier & Cllr Marcus Barr (Wellington)

Lead Officer: Oliver Woodhams, Service Director Strategic Asset Management

Author: Olivia Clydesdale – Project Manager

Contact Details: Olivia.clydesdale@somerset.gov.uk

1. Summary / Background

- a. Wellington Sports Centre is owned by the Council, and operated by Sports Leisure Management (Everyone Active), under a contract which runs until 2035. Under this contract the Council is responsible for maintenance of the building. The building requires comprehensive refurbishment due to multiple end of life components, and this requirement has led to the development of a decarbonisation project. Elements of the fabric of the building and its thermal efficiency are poor, and the building is becoming not fit for purpose. In particular, the roof of the building is in disrepair, the boilers are end of life as well as the air handling unit, both of which are requiring ongoing maintenance and repairs. Options for potential alternative sites and works for maintaining or moving the centre have been assessed over several years, and the most cost-effective and viable option is to refurbish the existing site, with the grant Public Sector Decarbonisation Scheme funding allowing additional decarbonisation works. As the fossil fuel heating system (gas) is end of life and requires replacement, the building is eligible for the Public Sector Decarbonisation Scheme funding. Along with decarbonisation proposals for Alcombe Childrens Centre, a joint bid to Salix was submitted which secured c£1.5million PSDS funding towards the combined projects. The grant was secured on the 23rd January 2023.
- b. Development of the decarbonisation proposals have reached the stage where design has been as fully developed as possible, planning permission and building control applications have been submitted and are being processed – anticipated approval by mid-October, the works tender submissions have been sought and evaluated and the

Council is now able to recommend the preferred contractor to carry out the decarbonisation works in line with the programme below.

- c. The works are anticipated to take place from November 2023 to August 2024 at the Wellington Sports Centre site, during this period the building will remain an operational live environment. However, elements & sections of the centre will require closure throughout the project.
- d. The main package of works being undertaken at site:
 - Replacement of fossil fuel heating system with Electric Air Source Heat Pumps.
 - Replacement/upgrade to the end-of-life Air Handling Unit throughout the building
 - Installation of solar panels onto the building roof
 - Glazing upgrades
 - Roof replacement, including insulation upgrades

2. Recommendations

The Executive Lead Member for Economic Development, Planning and Assets and the Executive Lead Member for Environment and Climate Change:

- a. Approve the recommendation to appoint the contractor on the advertised conditions of contract following tender review and evaluation for the decarbonisation of Wellington Sports Centre outlined in Appendix A & Confidential Appendix B. This approval will be made in consultation with the appointment of contractor key decision report for Alcombe Childrens Centre.
- b. Approve a total capital project spend of £3,633,001 for the decarbonisation and refurbishment works as detailed in Confidential Appendix C.
- c. Approve the movement of budgets to cover the projected lost revenue income of £270,000 as detailed in Confidential Appendix C for the loss of income claim by Sports Leisure Management for any centre closures.
- d. Acknowledge that the program of works to change the location of the gym and the gym fit out are not being carried out by Somerset Council but by the operator of the centre (Everyone Active). These works are being procured separately by Everyone Active, however have been built into the project programme due to handover requirements of site locations.
- e. Agrees the case for applying the exempt information provision as set out in the Local Government Act 1972, Schedule 12A and therefore to treat the attached confidential report (see Appendix B & C) and its appendices in confidence, as they contain information relating to the financial or business affairs of the Council, and the case

for the public interest in maintaining the exemption outweighs the public interest in disclosing that information.

3. Reasons for recommendations

- a. The decarbonisation works to the building are ready to proceed in line with the preferred contractor's mobilisation and works programme now that the tender evaluations are complete.
- b. The investment will create a centre which has a proposed carbon saving of 218.09 tonnes per annum and has been decarbonised (fossil fuel removed). The project enables us to deliver a sustainable and environmentally friendly building which is used by the public daily.
- c. The decarbonisation works will also reduce reliance on fossil fuels and incorporate renewable energy to use within the building. The Solar Panels will assist by reducing the reliance of purchasing electricity from the grid. Due to the current climate with gas and electricity price differentials. There may not be a significant reduction in running costs due to the volatility of the market with electricity prices – however these prices will fluctuate and are envisaged in the future to become lower.
- d. Due to the PSDS granted funding, there is a deadline that the funding is spent and claimed by March 2024. There is a strong requirement to progress the decision process, allowing the programme and spend requirement to be met by the date above.
- e. Appendices B & C contain exempt information. "Exempt information" is defined by Section 100 of the Local Government Act 1972 and by Schedule 12A to that Act. The information in Appendix B & C is exempt information because it is considered to fall within paragraph 3 of Schedule 12A: "Information relating to the financial or business affairs of any particular person (including the authority holding that information)". The public interest test has been applied and, in this instance, it is considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

4. Other options considered

The financial situation that the Council faces has been recognised during the progression of this project and in turn ulterior options for this project have been considered and reviewed throughout. This section details the other options which have been thoroughly explored and any available evidence to support the chosen option to appoint the selected contractor:

- a. **Like-for-like replacement:** Carry out repair/replacements like-for-like to the end-of-life components at WSC. This will only include essential maintenance, such as boiler replacement with another fossil fuel heating system (gas boiler); roof replacement as this element is end of life and requires replacement; and Air Handling Unit

replacement, again this element is end of life and requires replacement. A cost estimate has been carried out to proceed with the project under this option. To proceed with this option, would have a negative impact on the Councils aim to become carbon net zero by 2030 and the already claimed Salix grant would be required to be returned Please refer to Confidential Appendix C: Budget Summary, for a detailed cost assessment. On the basis that the PSDS grant provides covers a sum of the like-for-like estimated costs and allows the project to decarbonise an asset, in line with the aims of the Council, it is concluded this options reputational and financial cost to the Council have a greater negative impact than the chosen option.

- b. **Build New:** This option has been reviewed under two different situations i) Build new elsewhere in Wellington and ii) Build new on current location. A restrictive covenant is in place for the land on which WSC is located, which only allows the land to be used for a sports and entertainment centre. This would mean that the land could not be sold on at full development value. There is an overage payment required if planning for an alternative use is obtained, although the drafting is poor in the 1972 conveyance and that could possibly be challenged in the Courts. There is no available land around Wellington to build a new centre – a previous study established that any greenfield land in the area has been secured by housebuilders with Option Agreements. Regarding building a new leisure centre, the costs of this (guided by Sports England) are estimated at around minimum £9.2million not including any decarbonisation efficiencies. These options would also require the claimed Salix funding to be returned and reputational damage if the new centres were not inclusive of energy efficient technologies, which is turn would cost more to the Council. This option has been rejected due to the increased expenses of demolishing, purchasing land and/or building new, as well as the limited availability of land in Wellington.
- c. **Continue without any works:** This option consists of continuing to run the asset without replacing the end-of-life components, thus resulting in the eventual closure of the Leisure Centre. This option was rejected for a multitude of reasons: negative impact of public health outcomes; Wellington loses a leisure centre, with limited alternative options of a leisure centre (specifically pool) in Wellington – resulting in the public requiring to travel further distances for this facility; restricted covenant on site resulting in a limited capital value; breach of contractual agreements with the operators and demolition costs to the building.

A decarbonisation study was carried out prior to the PSDS application, and within this study the whole building was reviewed for decarbonisation improvements and due to no other improvements were considered viable improvements against cost and carbon savings.

5. Links to Council Plan and Medium-Term Financial Plan

5.1 In relation to the Somerset Council Plan 2023-2027, this project touches on all 4 aspects of the Somerset Council Plan, as the Wellington Sports Centre and associated complementary services will assist in improving people's lives, connect the community, enable partnership working and provide information, advice and guidance to the customers of the services delivered from the site. The project also has a high contribution to the following priority:

- A Greener, More Sustainable Somerset – several features of the decarbonisation design of the building ensure that the asset is far more energy efficient wherever the building constraint allow, moving us towards the transition to zero carbon.

5.2 The Somerset Climate Emergency Strategy has set out a high-level strategy for tackling the Climate Emergency across Somerset:

- To decarbonise the Local Authority and wider Public Sector estates and reduce our carbon footprint
- To work towards making Somerset a Carbon Neutral County by 2030

5.3 The project will support the following objectives of Somerset Council's Asset Management Strategy:

- Strategic Objective 1: The Council's estate is financially sustainable, efficient and effective.
- Strategic Objective 2: Assets that are fit for purpose, safe and compliant
- Strategic Objective 3: Assets that address the Climate Emergency
- Strategic Objective 5: The Council's estate supports prosperity and economic growth

6. Financial and Risk Implications

6.1 The capital budget (including match funding for Salix funding) and revenue costs have been secured to fund the current cost plan - a breakdown of costs is set out in confidential Appendix C.

6.3 Bids that are not compliant or outside the affordability envelope have not been evaluated. The ongoing impacts and risks of inflation increases because of global supply chain impacts following Brexit, Covid and the war in Ukraine will be closely monitored and mitigated where possible by investigating alternative suppliers and procuring materials early if possible. The impacts and risks of these global factors on the project will be managed by the contractor, who will ensure that decarbonisation works are carried out in line with all relevant construction risk assessments. Any risk of delay to handover of the facility due to unforeseen factors during refurbishment will be managed

by the Council, including the use of project contingency and inclusion of liquidated damages clause within the contract.

Likelihood	3	Impact	3	Risk Score	9
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- 6.3** The awarded PSDS grant funding poses a risk regarding not progressing with the project or progressing with the project but not meeting conditions of the grant. Somerset Council have claimed a partial sum of the awarded funding due to the pressure of claiming spend by March 2024. If this decision is not approved and the project does not proceed, this sum is required to be returned to Salix. The current project programme indicates that the PSDS funding allocation will be spent ahead of any funding deadlines, however, any delays in commencing the project will have an impact on project progress and the amount of PSDS funding that can be claimed. If funding deadlines are breached, the expectation is that unspent PSDS grant funding will need to be paid back to SALIX and that the Council will need to bridge funding gaps from internal budgets in order to complete the project. For the latter, Somerset Council have mitigated this risk by drawing some of the grant funds already and adding additional terms within the contract (covering breaches by the Council of Third Party Agreements (including the grant funding agreement) caused by the Contractor's actions).

Likelihood	3	Impact	3	Risk Score	9
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- 6.4** A complete risk register for associated risks with the project is live and monitored. The risk register can be made available upon request.

7. Legal Implications

- 7.1** The Council has procured the project in line with the Council's Contract Procedure Rules. The Council's Procurement team have advised on the procurement route.
- 7.2** The contractor will be appointed on the terms of a JCT Standard form of contract without quantities 2016 which is an industry standard construction contract. A schedule of amendments was agreed under the JCT contract which has been reviewed and approved by legal.
- 7.3** Amendments have been added to the contract in regard to breaches of the Grant funding Agreement by Council as a result of the Contractor's actions.
- 7.4** If the contractor fails to complete the works by the contractual completion date, the contractor is required to pay liquidated damages to the Council for each week that completion is delayed. Liquidated damages are a genuine pre-estimate of the loss that would be suffered by the Council and have been calculated with input from the operators.
- 7.5** The inclusion of bonds and parent company guarantees was not felt to be necessary given the relatively low value and low risk profile of the works and that liquidated

damages clauses are built into the contract and payments would only be made to the contractor on a work completed basis.

8. HR Implications

There are no TUPE or HR consultations required in relation to this decision as there are no Somerset Council employees based at this location. The building will remain open and operational under a phased approach, resulting in closure of areas throughout the project. Everyone Active staff and customers affected by the closures of the centre services have been informed by the operators and alternative arrangements are being reviewed and made where possible.

9. Other Implications:

9.1 Equalities Implications

Negative implications/impact due to the temporary closures and loss of services to protected groups are reviewed within the Equality Impact Assessment and also can be viewed on a broader scale under Section 9.5 Health and Wellbeing Implications. All implications are iteratively being reviewed throughout the project phases by the Council and centre operators. Mitigating actions, where feasible, are being made and communication with all building users is being made in advance notice and providing any alternative solutions – this will remain ongoing.

The design of the decarbonisation works at the Wellington Sports Centre will have minimal change to the current design of the space. End of life components are being removed and replaced/upgraded, with the addition of Solar panels onto the roof of the building (which is not accessible to any of the building users). Therefore, once the work is complete there will be no Equality implications regarding building access and design etc.

To note: an external compound is being installed at the rear exterior of the building. The compound will close off an area which the Council has been advised the public may use as a walkway. This implication has been assessed and as the area is not public property and the alternative walkway around the building is sufficient – this is deemed to not have any disproportionate impact to any protected group. All building users will be made aware of this.

9.2 Community Safety Implications

There are no community safety implications directly associated with making this decision.

9.3 Climate Change and Sustainability Implications

A number of decarbonisation design features supporting the Council's Climate Emergency strategy have been incorporated into the design of the refurbished library to support its long-term thermal efficiency. These measures include:

These measures will have a positive impact on reducing the building's carbon emissions for the longer term, will minimise the impact on the environment and Climate Change.

9.4 Health and Safety Implications

The design of the decarbonised centre has taken into account various health and safety factors and is compliant with Health and Safety legislation. The design of the facility will have no effect on the risk of ill-health or injury to employees, volunteers, service users, visitors, members of the public and suppliers.

All proposed designs have been reviewed under the Construction (Design & Management) Regulations (CDM 2015), as the main set of regulations for managing the health, safety and welfare of construction projects. A principal designer for the project has been appointed by the Council to ensure all H&S regulations are met.

The project is also in the process of applying for planning and building control approval, anticipated approval by mid-October, and will ensure any concerns raised in regard to H&S will be met.

Health and safety and facilities measures for all service occupants and visitors will be further reviewed and will be briefed to the building occupiers who will be working with the building throughout the decarbonisation period of the substantive centre. As this will be a live working environment there has been serious consideration to all aspects of the project.

The live working environment will be managed via the contractors, who will have provided Risk assessments and method statement (RAMS). These will identify how the contractor will manage the live environment and manage any interaction with the public, if and when, that occurs. These will be reviewed internally by the Health and Safety team (safeworking@somerset.gov.uk), as well as the projects appointed principal designer.

Contractor verification and vendor set up forms will be issued to the contractor also prior to the contract signing – this will ensure the contractor has the correct H&S requirements and insurances for the project.

9.5 Health and Wellbeing Implications

Decarbonising a public sports centre, which involves reducing its carbon emissions and transitioning to more sustainable practices, is deemed, once the project is concluded, to have a positive impact on health and wellbeing. However, closing a sports centre for decarbonisation and refurbishment can have both positive and negative health and wellbeing implications for the community it serves. Let's explore these implications:

Positive implications:

1. **Environmental benefits:** Decarbonisation and refurbishment efforts aim to reduce the facility's carbon footprint and overall environmental impact. This can lead to cleaner air, reduced pollution, and a healthier environment for the surrounding community, contributing to improved overall health.
2. **Long-term benefits:** Once the sports centre is refurbished to be more energy-efficient and sustainable, it will provide a healthier and more enjoyable space for physical activities in the long run, benefiting the community members' health and wellbeing.
3. **Community benefits:** The centre will continue to be used by the community and will provide improved services and a fit for purpose building.

Negative implications:

1. **Disruption of regular physical activity:** The closure of the sports centre may temporarily disrupt people's regular exercise routines. For those who rely on the facility for their exercise and fitness, this interruption could lead to reduced physical activity levels and potential negative effects on their health.
2. **Social isolation:** Sports centres often serve as a hub for social interactions and community engagement. The closure can result in reduced opportunities for social interactions, which may lead to feelings of isolation and negatively affect mental health.
3. **Access to exercise facilities:** Depending on the location of the sports centre and the availability of alternative facilities nearby, the closure may limit access to exercise opportunities for some members of the community, particularly those who are less mobile or lack access to transportation.
4. **Delayed benefits:** While the refurbishment and decarbonisation efforts are essential for the long-term, the temporary closure means that the immediate health benefits of the upgraded facility will be delayed.

To mitigate the negative implications during the closure period, it is essential for local authorities and organizations to take proactive steps such as:

- Providing information about alternative physical activity options and facilities available nearby.
- Offering information on alternative fitness options to keep people engaged in physical activities during the closure.
- Ensuring that the refurbishment process is completed as efficiently as possible to minimize the duration of the closure.

Overall, while there may be temporary challenges during the closure for decarbonisation and refurbishment, the long-term health and wellbeing benefits of a more sustainable and upgraded sports centre can outweigh the short-term inconveniences. It is crucial to plan and communicate effectively with the community to ensure a smooth transition and foster a sense of anticipation for the improved facility.

10. Social Value

Social value for the designed works, by all contractors, have been evaluated in line with Somerset Council procurement policies and marked via Social Value questions within the tender process.

By investing in the decarbonisation of the Wellington Sports Centre, this Decision and project supports the following Social Value priority areas:

- Maintaining independence, and reducing inequalities of local Wellington residents and employees
- Helping maintain the community capacity and playing an active role in the local community, especially in those areas and communities with the greatest need, through the services being offered from the centre.
- Improving thermal efficiency of Council's estate and removing fossil fuels from the building improving the building sustainability and environment.
- Appointment of a locally based contractor to carry out the required works
- Contractor will be accountable for their social value calculator inputs from their tender
- Improve the health and safety of the building users.

11. Scrutiny comments / recommendations:

The proposed decision has not been considered by a Scrutiny Committee.

12. Background

Wellington Sports Centre is located on Corams Lane in Wellington and provides facilities including an indoor swimming pool and a gym. It was opened in 1973 and is now in need of

updating to improve efficiencies and to replace ageing and life expired equipment and systems. Replacement and upgrade work is required anyway for certain aspects of the building which are end of their lives, such as the roof, heating, and air handling system. A Decarbonisation Study was carried out for this building in July 2022 by Hulley and Kirkwood. The study projected when undertaking a whole building approach (in this case includes Glazing Replacements; Roof Insulation Improvements; Air Handling Unit replacement; PV installation and Electric Heat Pumps for heating and hot water) a 77.1% energy saving from existing baseline energy consumption data of gas and electricity use within the building. The carbon savings for Wellington Sports Centre are expected to total 215.68 tonnes of direct carbon savings per annum and indirect carbon savings total 2.41CO₂e per annum. Somerset Council's contract with SLM, operators of the Wellington Leisure Centre, runs to 2035. The Council is contractually obliged to maintain the building, so there is a financial and reputational risk to the Council should components not be replaced, and the centre cannot function appropriately.

Somerset Council declared a climate emergency in 2020 and is working towards becoming Carbon Neutral by 2030. Decarbonisation of Council-owned assets is a key theme throughout the countywide Climate Emergency Strategy.

A single year project application was made to Salix's PSDS for two Council owned assets, Wellington Sports Centre and the Alcombe Childrens Centre. The joint application was awarded a total grant value of £1,541,837.00 which will be spent proportionately across the two sites. Each project has undergone separate procurement exercises and a key decision paper has been prepared separately to cover the funding portion associated with the Alcombe Childrens Centre Project.

Salix PSDS grants are awarded on a match-funded basis, and therefore the conditions of the grant funding require the Council to provide match funding. This value has been approved by the Council, along with remaining project costs.

It should be noted that SLM are investing into the centre, in accordance with the decarbonisation works, for internal remodelling to improve the customer experience as part of this project. This work will be undertaken directly by SLM and will be carried out under a separate contract and contractor. Somerset Council is working closely with SLM and have backing for the project by the operators.

The project has programmed worked to minimise full centre closures – however some areas will require closure for different lengths of time. The swimming pool is scheduled to remain closed throughout the majority of the project, with gym access remaining open throughout.

Background Papers

- a. Wellington Sports Centre Heat Decarbonisation Strategy
- b. Sport England Cost Estimations for new build leisure centres: [Facility Costs 3Q22 \(sportengland-production-files.s3.eu-west-2.amazonaws.com\)](https://sportengland-production-files.s3.eu-west-2.amazonaws.com)

Appendices

- **Appendix A: Tender Evaluation Report WSC**
- **Confidential Appendix B: Tender Evaluation WSC**
- **Confidential Appendix C: Budget Summary WSC**
- **Appendix D: Grant funding Agreement – Salix**
- **Confidential Appendix E: WSC Customer Demographic Data**

Report Sign-Off:

	Officer Name	Date Completed
Legal & Governance Implications	David Clark	30.08.2023
Communications	Chris Palmer	01.09.2023
Finance & Procurement	Nicola Hix	13.09.2023
Workforce	Chris Squire	29.08.2023
Asset Management	Oliver Woodhams	07.09.2023
Executive Director / Senior Manager	Jason Vaughan	06.09.2023
Strategy & Performance	Alyn Jones	11.08.2023
Executive Lead Member	Cllr Ros Wyke – Lead Member for Economic Development, Planning and Assets and Cllr Dixie Darch – Lead Member for Environment and Climate Change	
Consulted:	Councillor Name	Date Completed
Local Division Members	Cllr. Marcus Barr & Cllr. Andrew Govier	12.09.2023
Opposition Spokesperson	Cllr. Mandy Chilcott on behalf of Cllr. Mark Healey for Prosperity, Assets and Development & Cllr Connor Payne for Environment and Climate Change	12.09.2023




Scrutiny Chair	Cllr. Martin Dimery (Climate and Place) & Cllr. Mandy Chilcott on behalf of Cllr. Bob Filmer (Corporate & Resources)	12.09.2023
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F E N W A L

Somerset Equality Impact Assessment

Before completing this EIA please ensure you have read the EIA guidance notes – available from your Equality Officer or

www.somerset.gov.uk/impactassessment

Organisation prepared for (mark as appropriate)	 Somerset Council	 NHS Somerset	 NHS Somerset NHS Foundation Trust
Version	Date Completed		
Description of what is being impact assessed			
Decarbonisation of Wellington Sports Centre and its impact on employees and customers/users of the building and services.			
Evidence			
What data/information have you used to assess how this policy/service might impact on protected groups? Sources such as the Office of National Statistics , Somerset Intelligence Partnership , Somerset's Joint Strategic Needs Analysis (JSNA) , Staff and/or area profiles ,, should be detailed here			
Working knowledge of the development of the design with the project stakeholders, consideration of different needs/requirements of all of the building users, feedback from service leads on the project and any potential impact. Demographic centre usage data – provided by Everyone Active			

Who have you consulted with to assess possible impact on protected groups and what have they told you? If you have not consulted other people, please explain why?

Somerset Council has consulted with the operators of the centre – Everyone Active – who have provided usage data on the centres demographics.

Analysis of impact on protected groups

The Public Sector Equality Duty requires us to eliminate discrimination, advance equality of opportunity and foster good relations with protected groups. Consider how this policy/service will achieve these aims. In the table below, using the evidence outlined above and your own understanding, detail what considerations and potential impacts against each of the three aims of the Public Sector Equality Duty. Based on this information, make an assessment of the likely outcome, before you have implemented any mitigation.

Protected group	Summary of impact	Negative outcome	Neutral outcome	Positive outcome
Age	<ul style="list-style-type: none"> Impact of reduction/loss of service due to closures – the closures of areas resulting in loss of service may cause an impact to protected group users of these services. For instance, not being able to attend classes etc may impact the users ability to maintain physical health, additional travel costs in going to another site, loss of familiar space and comfort, disruption to school term activities etc. All users of the building will be advised of closures with advanced notice and any concerns the individuals hold can be 	☒	☐	☐

	<p>addressed directly with the gym operators and Council. The council will work in conjunction with Everyone Active to limit inconvenience caused and will assist in reducing any negative impact the loss of services may have to the users by considering all possible options and mitigating actions for this.</p> <p>Communication will be ongoing with users and will also provide a commitment to the community the centre (including the pool) will re-open to continue providing services. The pool closures, based on demographic usage, will affect ages 25 – 54 the most.</p> <ul style="list-style-type: none"> • Clear conduct on what is expected behaviours and professionalism from appointed contractors (working within the confines of the Equality Act) and work is carried out in accordance with the Councils policies and expectations. For example, ensuring no sexual harassment. The Council will ensure, in agreeance with the Contractor, that there is a clear route of resolution if this were to happen. There will also be inclusion within the contract regarding the above. 			
<p>Disability</p>	<ul style="list-style-type: none"> • Impact of reduction/loss of service due to closures – the closures of areas resulting in loss of service may cause an impact to protected group users of these services. For instance, not being able to attend classes etc may impact the user’s ability to maintain physical health, additional travel costs in going to another site, loss of familiar space and comfort. All users of the building will be advised of closures with advanced notice and any concerns the individuals hold can be addressed directly with the 	<p>☒</p>	<p>☐</p>	<p>☐</p>

	<p>gym operators and council. The council will work in conjunction with Everyone Active to limit inconvenience caused and will assist in reducing any negative impact the loss of services may have to the users by considering all possible options and mitigating actions for this. Communication will be ongoing with users and will also provide a commitment to the community the centre (including the pool) will re-open to continue providing services.</p> <ul style="list-style-type: none"> • Maintaining accessibility within and around the building, as live working environment, in regard to any works taking place that might be carried out during open hours i.e. scaffolding, ladders, equipment etc. RAMS will be provided by the contractor which will detail any amendments – taking into account user disabilities – visual, physical and learning. 			
<p>Gender reassignment</p>	<ul style="list-style-type: none"> • Clear conduct on what is expected behaviours and professionalism from appointed contractors (working within the confines of the Equality Act) and work is carried out in accordance with the Councils policies and expectations. For example, ensuring no sexual harassment. The Council will ensure, in agreeance with the Contractor, that there is a clear route of resolution if this were to happen. There will also be inclusion within the contract regarding the above. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Marriage and civil partnership</p>	<ul style="list-style-type: none"> • There are no known negative impacts on this protected characteristic 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pregnancy and maternity	<ul style="list-style-type: none"> • There are no known negative impacts on this protected characteristic 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race and ethnicity	<ul style="list-style-type: none"> • Clear conduct on what is expected behaviours and professionalism from appointed contractors (working within the confines of the Equality Act) and work is carried out in accordance with the Councils policies and expectations. For example, ensuring no sexual harassment. The Council will ensure, in agreeance with the Contractor, that there is a clear route of resolution if this were to happen. There will also be inclusion within the contract regarding the above. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Religion or belief	<ul style="list-style-type: none"> • There are no known negative impacts on this protected characteristic 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex	<ul style="list-style-type: none"> • Chane of a single sex changing facility to a multi sex changing facility (family changing room). The Council and Everyone Active will ensure all building users are made aware (in advance notice) of the change of this facility prior. A clear route of reporting will be made aware to all users. • Clear conduct on what is expected behaviours and professionalism from appointed contractors (working within the confines of the Equality Act) and work is carried out in accordance with the Councils policies and expectations. For example, ensuring no 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	<p>sexual harassment. The Council will ensure, in agreeance with the Contractor, that there is a clear route of resolution if this were to happen. There will also be inclusion within the contract regarding the above.</p>			
<p>Sexual orientation</p>	<ul style="list-style-type: none"> • Clear conduct on what is expected behaviours and professionalism from appointed contractors (working within the confines of the Equality Act) and work is carried out in accordance with the Councils policies and expectations. For example, ensuring no sexual harassment. The Council will ensure, in agreeance with the Contractor, that there is a clear route of resolution if this were to happen. There will also be inclusion within the contract regarding the above. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Armed Forces (including serving personnel, families and veterans)</p>	<ul style="list-style-type: none"> • There are no known negative impacts on this protected characteristic 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Other, e.g. carers, low income, rurality/isolation, etc.</p>	<ul style="list-style-type: none"> • There are no known negative impacts on this protected characteristic 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Negative outcomes action plan

Where you have ascertained that there will potentially be negative outcomes, you are required to mitigate the impact of these. Please detail below the actions that you intend to take.

Action taken/to be taken	Date	Person responsible	How will it be monitored?	Action complete
Maintaining accessibility on site – reviewed by the appointed principal designer under CDM requirements and RAMS reviewed and approved by the PD and the Council’s internal Health and Safety team to ensure accessibility. All building users will be made aware of any works that limit accessibility throughout the project and alternative options will be reviewed.	15/01/2024	Olivia Clydesdale	Project Meetings/Report. Review of site by Principle Designer and internal H&S team.	<input type="checkbox"/>
Conduct of staff on site – reassurance delivered in acceptable way by ensuring clear routes for reporting in such an instance and route for resolution. Confirming the inclusion within contract of Equality Act clause.	15/01/2024	Olivia Clydesdale	Reporting Process to be in place to record and monitor	<input type="checkbox"/>
Reduction/loss of service due to closures – building users and community will be engaged with as early as possible to advise of closures/reduction in services. Alternative options will also be reviewed by the building operators and Council.	15/01/2024	Olivia Clydesdale	Project Meetings/Report. Communication plan with Operators.	<input type="checkbox"/>

Change of single sex changing to multi sex changing facility – building users and community will be engaged with as early as possible and be made fully aware of the change of facility. Alternative options will also be reviewed by the building operators and Council.	15/01/2024	Olivia Clydesdale	Reporting Process to be in place to record and monitor	<input type="checkbox"/>
If negative impacts remain, please provide an explanation below.				
N/A				
Completed by:	Olivia Clydesdale			
Date	10/08/2023			
Signed off by:	David Dangerfield			
Date	25/09/2023			
Equality Lead sign off name:	Angela Farmer			
Equality Lead sign off date:	25/09/2023			
To be reviewed by: (officer name)	Olivia Clydesdale			
Review date:	15/01/2024			

FINAL