

Likelihood	A				
	B				
	C				
	D				
	E				
		I	II	III	IV
Impact					

Impact	Likelihood	Adequacy of Controls
	A – Very High	
IV – Catastrophic	B – High	Poor - no controls in place/few that are, do not mitigate the risk
III – Critical	C – Significant	Fair - some controls in place - some reduction in risk but not adequate
II – Marginal	D – Low	Good - controls in place considered adequate and reduce the risk
I - Negligible	E – Very Low	Excellent – effective controls in place which reduce the risk considerably
	F – Almost Impossible	

Anything in the shaded area is considered to be “within the Council’s tolerance line”

Risk	Current Risk Score	Controls in Place	Adequacy of Controls	Mitigating Actions
Existing Rugby Club Lease – retained by Rugby Club	DIII	<ul style="list-style-type: none"> • Early discussions with Rugby Club to agree future arrangements • Part of entering into new arrangements will be to relinquish existing lease 	Good	
Sports Clubs do not sign up to proposals and agree heads of terms	DII	<ul style="list-style-type: none"> • Regular discussions and early agreement from sports club • Involvement in project to ensure ‘ownership’ • Heads of terms agreed early 	Good	
Funding bodies do not provide funds.	DIII	<ul style="list-style-type: none"> • Early discussions with funders already held • Follow up discussions to be held • Develop project to meet their key needs 	Good	

Risk	Current Risk Score	Controls in Place	Adequacy of Controls	Mitigating Actions
Existing Contractor does not comply with leisure contract and contract is terminated.	EII	<ul style="list-style-type: none"> • Leisure Centre Monitoring in place. • Increased inspections of leisure centre, maintenance and life guard training. • Leisure contract in place, (including Rectifications & Default Notices). • Commence discussions with new contractor as soon as possible. • Complete inventory of all plant and equipment. • Get up to date TUPE list prior to each stage. 	Good	Contingency Plan <ul style="list-style-type: none"> • Commence new contract with new contractor early if necessary.
Staffing Issues with staff transferring to new contractor	DII	<ul style="list-style-type: none"> • Request up to date TUPE list at key stages. • Identify any TUPE issues. 	Good	<ul style="list-style-type: none"> •
Existing Contractor have outstanding licences, agreements and contracts after termination.	CI	<ul style="list-style-type: none"> • Regular Partnership Meeting with Existing Contractor to ensure that all contractors are terminated or new contractor has agreed to take over (as part of the handover process). • Key TUPED Staff will have knowledge of outstanding agreements. 	Good	<ul style="list-style-type: none"> • Request from Existing Contractor all licences, agreements in place that will go over the end of the contract period.
Insufficient “Expressions of Interest” received from the initial contact with Market	DIII	<ul style="list-style-type: none"> ▪ Advertise in the leisure management journals. ▪ OJEU Notice is advertised correctly. ▪ 	Good.	<ul style="list-style-type: none"> • There are approximately 10 leisure management companies that should be interested in the leisure contract
Project does not adhere to Project plan.	DII	<ul style="list-style-type: none"> ▪ Regular Leisure Contract Project Meetings. ▪ Regular contact with Leisure Consultant. ▪ Issues highlighted early to ensure they can be managed. ▪ Any additional resources need to be bidded for early. 	Good	<ul style="list-style-type: none"> •

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Scope of project needs final definition	CI	<ul style="list-style-type: none"> ▪ Scope of project to be wide as part of the OJEU notice but will be refined as the Council goes through the process. Issues include: length of contract, sports development, 		<ul style="list-style-type: none"> •
Final bidders pull out of the process. Insufficient contractors for final tender stage.	DIII	<ul style="list-style-type: none"> ▪ Monitor the Expressions of Interest, ISDS, FT processes. ▪ Ensure only interested companies are taken forward at each stage. ▪ 	Fair	<ul style="list-style-type: none"> • Monitor how many organisations qualify from the PQQ stage. • This needs to be reviewed at each stage. • Extend current contract if necessary.
Current Leisure Contract Specification is not sufficient and needs updating	CI	<ul style="list-style-type: none"> ▪ Review and update in line with Sport England template 		<ul style="list-style-type: none"> •
Lack of companies qualifying from PQQ stage	EIII	<ul style="list-style-type: none"> ▪ Only the top 5 companies will make it through this stage. ▪ This process ensures that only creditable contractors will make it through this stage of the process. ▪ There are sufficient experienced companies. 		<ul style="list-style-type: none"> • Ensure PPQ is the industry standard and amend for MBC • Monitor who and how many “Expressions of Interest” are received. • This needs to be reviewed at EOI stage.
Too many leisure companies qualify from PPQ stage	DII	<ul style="list-style-type: none"> ▪ A maximum of 5 companies will make it through this stage. ▪ 5 companies will not be put off by the amount of competition. 		<ul style="list-style-type: none"> • This needs to be reviewed after the OJEU stage.

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Ownership of the equipment at both sites needs to be clarified.	DII	<ul style="list-style-type: none"> ▪ Detailed inventory to be updated ▪ . 		<ul style="list-style-type: none"> • Inventory to be checked
New contract does not provide value for money.	EIII	<ul style="list-style-type: none"> ▪ Leisure Consultant has been employed to help understand value. ▪ Leisure Centre options have been listed so Council can understand the cost of each option. ▪ 5 Contractors will be successful from the Expressions of Interest stage and 3/4 to go through to final tender. This maximises the chances of achieving the best VFM. 		<ul style="list-style-type: none"> •
Legal Agreement needs to include Payment Mechanism, & Default procedure, governance of new contract & election arrangements	DII	<ul style="list-style-type: none"> ▪ Developed in line with Sport England Procurement Documentation 		<ul style="list-style-type: none"> •
Procurement process challenged	EIII	<ul style="list-style-type: none"> ▪ OJEU process being adhered too. 	Good	<ul style="list-style-type: none"> •
Council delay making decisions on Leisure Contract.	CII	<ul style="list-style-type: none"> ▪ Process commenced early. ▪ 	Good	<ul style="list-style-type: none"> •
Customer Consultation demonstrate the desire for additional facilities	DII	<ul style="list-style-type: none"> • The different options are expressed in the initial tendering process for the leisure contract. The individual elements will have a cost associated with each improvement for both revenue & capital. • Members, Committee and stakeholders will have a view on the provision of new or improved facilities. • 		<ul style="list-style-type: none"> •

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Insufficient revenue to support additional facilities.	DII	<ul style="list-style-type: none"> • Business Case report indicate that that all options could be feasible. • Contractors will price accordingly to strategy and costs. • Hybrid Trust models can reduce the cost of NNDR & VAT costs. • Ensure that OJEU is communicated thoroughly. 		<ul style="list-style-type: none"> •
Insufficient Capital available for new leisure facilities.	DIII	<ul style="list-style-type: none"> • The different options are expressed in the initial tendering process for the leisure contract. The individual elements will have a cost associated with each improvement for both revenue & capital. • Members, Committee and stakeholders will have a view on the provision of new or improved facilities. 		<ul style="list-style-type: none"> •
Claw back of grant from Football Foundation for failure to maintain sinking fund from successful grant claims	CIII	<ul style="list-style-type: none"> • Legal advice being sought • Review of documentation at time of novation • Contract will pass responsibility for life cycle costs to contractor 	Adequate	<ul style="list-style-type: none"> • Seeking to confirm MBC not responsible for contractual failure
Project has to go through Council Approval Process	EII	<ul style="list-style-type: none"> • Normal procedure, 	Good	<ul style="list-style-type: none"> • Keeping members informed through process
Stock Condition of existing facility continues to provide risk financially	DIII	<ul style="list-style-type: none"> • Repairs and defects to date have been addressed thus reducing risk of loss of revenue. • New Stock Condition Survey to be commissioned and robust maintenance plan to be developed. • Regular H&S inspections of facilities now take place 	Good	<ul style="list-style-type: none"> •

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Challenge from SLM that any new contract could affect existing Waterfield Income.	DIV	<ul style="list-style-type: none"> • Regular dialogue with SLM • Legal advice being sought • Procurement takes into account offer at Waterfield LC. 	Good	<ul style="list-style-type: none"> •
Quality of building risk through DBO approach	DII	<ul style="list-style-type: none"> • Part B of contract 		<ul style="list-style-type: none"> • itemizes the life span of building , M and E and equipment.
Expectation of facility standard	CIII	<ul style="list-style-type: none"> • Specification 		<ul style="list-style-type: none"> • Must have with sports hall • Over and above facilities which provide a commercial return
Lack of market interest	EIV	<ul style="list-style-type: none"> • Contract process 		<ul style="list-style-type: none"> • Early approaches • Structure of contract options
Inappropriate facility proposal i.e Sports Direct		<ul style="list-style-type: none"> • Conditions of lease 		<ul style="list-style-type: none"> • Include appropriate leases in document suite
Football club move down to next league.	CII	<ul style="list-style-type: none"> • Land ownership • Ground has now met league requirements • If football club move down – little impact on scheme 		<ul style="list-style-type: none"> •