



# OUTDOOR ADULT FITNESS AREA

TOWN COUNCIL MEETING

11 APRIL 2011

The purpose of this report is to provide members with information necessary for decision making in respect of the Adult Fitness Area following discussion of the matter at the last Town Council Meeting.

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**No.    DETAIL**

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**1)    BACKGROUND**

- a) Members will recall that the initiative for this has come through a combination of the work of Steph Toogood and the Ventnor Enhancement Fund's Evelyn Knowles. Although the initiators are increasingly confident of securing the necessary funding for the equipment and its installation, the sticking point has been and remains the fact that the Isle of Wight Council is only willing to give permission to use the necessary land at the cliff top if Ventnor Town Council underwrites the ongoing maintenance and insurance costs.
  - b) The proposal is to install a total of eleven items of equipment, each of which can be seen on the supplying company's website and [www.fresh-airfitness.co.uk](http://www.fresh-airfitness.co.uk). They are: Airskier, Balance Beams, Double Air Walker, Double Cross-Country Skier, Hip Twister, Pull Down Challenger, Seated Chest Press, Seated Leg-Press, Tai Chi Spinners, The Rider and Double Rower.
  - c) The purchase cost for the equipment itself is £11,021, with a charge of £4,290 for installation, another charge for grass tiles, totalling £1,890 and delivery of £550, bringing a total of £17,751. VAT brings the overall total to £21,301.
  - d) I have had conversations with John Ackerman, the Project Manager at Fresh Air Fitness in connection with both the outstanding issues.
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**2)    MAINTENANCE**

- a) The company's standard warranty provides for the repair or replacement of any equipment found to be defective in material or workmanship during the first year, without charge. This includes the failure of any bearings, clamps or plastic or rubber parts.
  - b) Major structural faults or failure of steel posts, bolts, bars, welds or structural steel components are covered by a 5-year warranty.
  - c) Excluded from the warranty are defects which do not affect the material and safe performance of the equipment, including scratches, dents, colour fading, weathering, instructional labels, power coating or normal wear and tear.
  - d) The company offers a standard maintenance service agreement by which they agree to visit the installation once a year, within 3 weeks before or after the anniversary date of the installation and to carry out a complete and thorough maintenance and safety check, after which they provide a written report detailing the checks and work carried out and incorporating a health and safety check as well as repairing any of the elements or parts that have been damaged, with the exception of vandalism.
  - e) This is costed at £75 per piece of equipment and consequently, in Ventnor's case, an annual cost of £825, or £4,125 over the 5-year period for which the maintenance agreement is offered.
  - f) The maintenance agreement can be extended to include vandalism damage at an additional cost of £25 per piece of equipment. Incorporating this would take the annual cost to £1,100 and the 5-year cost to £5,500.
  - g) Although this is their standard agreement and related charges, they may not be able to offer it on those terms to Ventnor because of the cost of crossing the Solent each time an inspection or repair is necessary. However, after further discussion with John Ackerman they are more than happy to work with established Island-based contractors to carry out any necessary inspections and work for them. I have had a discussion with Adrian Newbold of Adrian
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Newbold Groundwork Services, whose work I have known through his maintenance over many years of the playground equipment at Brading and who, in fact, is clearly the preferred supplier to the Isle of Wight Council. He was more than happy to have his details communicated to John Ackerman and that has been done.

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### 3) INSURANCE

- a) Although there have apparently been discussions with the Isle of Wight Council as to whether they would include the Public Liability Insurance requirement within their own overall Island-wide insurance provision, that seems to be unlikely.
  - b) For Ventnor Town Council to provide insurance cover, it would need to have some measure of control over the facility: one of the basic insurance principles is that an organisation can only insure that over which it has some control (known as an *insurable interest*). That mechanism would need to be clear.
  - c) If that was resolved, the choice would be whether simply to provide cover for Public Liability – which would not involve any significant increase in the Council's current premium – or to also provide for replacement of equipment and land damage. This is likely to cost in the region of £200pa.
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### 4) CONCLUSION

- a) Members are asked to decide whether and to what extent they are able to provide the assurances the Isle of Wight Council is looking for before they will arrange the leasing of the necessary land space.
  - b) There is no doubt that unless the Town Council does take on that responsibility the project will not proceed.
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