

AGREEMENT FOR THE PROVISION OF PLAY SERVICES

THIS AGREEMENT is made the.....day of.....2016

BETWEEN

(1) The Mayor and Burgesses of the London Borough of Lambeth, Town Hall, London SW2 1RW (the Council) and

AND

(2) Papa's Park Ltd ('the Service Provider').

TERMS AND CONDITIONS OF THE AGREEMENT

1 Definitions and Interpretation

1.1 When they are used in this Agreement, the terms and expressions set out below in the first column have the meanings set in the second column.

Abandonment	means the unscheduled absence of the Service Provider from the site and the non-delivery of the Activities for seven days
Activities	means the roles play activities, functions and duties to be performed by the Service Provider
Agreement	means the Agreement entered into by the Council and Service Provider embodied in these Conditions and any schedules or appendices and the application made by the Service Provider
Commencement Date	shall be the date the Service Provider first receives the Payment (or any proportion thereof) from the Council
Council	means the Council of the Mayor and Burgesses of the London Borough of Lambeth, Phoenix House, 10 Wandsworth Road, London, SW8 2LL
Force majeure	means: <ul style="list-style-type: none">• acts of war• acts of God• decrees of Government• riots• civil commotion; and any event or circumstance beyond the control of, or unpreventable by, the affected party other than any labour dispute between the Service Provider and his staff or the failure to provide the Activities by any of the Service Provider 's supply chain.

Fundamental Breach	means the breach of any element of the Agreement to the extent that it is not possible for the Council to continue the Agreement, thereby resulting in immediate termination.
Key Performance Indicators	means the key performance indicators relating to the project that the Service Provider will be required to achieve as set out in Schedule 1 (outcomes Framework).
Lease	means a Lease (if any) made between the Council and the Service Provider as more particularly described in Schedule 1 of the Lease.
Monitoring of the Activities	means a review of the Activities carried out by the Council in accordance with clause 11.
Monitoring Form	means the document at Schedule 2 and is used for recording the outcome of the Monitoring of the Activities.
Outcomes Framework	means the Outcomes Framework attached at Schedule 1
Payment	means the payment of money set out in clause 10.1 and Schedule 7. This Payment of money is provided by the YLC to the Service Provider for the performance of the Activities as agreed in the Schedule.
Personal Data	means personal data within the meaning of the Data Protection Act 1998.
Relevant Employees	means the employees who are the subject of a Relevant Transfer
Relevant Transfer	means a relevant transfer for the purposes of TUPE
Relevant Transfer Date	means the date on which a Relevant Employee transfers to the Service Provider whether by virtue of any Relevant Transfers or deemed Relevant Transfers or otherwise.
Service Provider	means the organisation named as a party to this Agreement to undertake the activities outlined in above and to meet the requirements of Schedule 1 (Outcomes Framework).
Service Provider's Representative	means the person who is to represent the Service Provider or any person whose name has been notified to the Council in writing by or on behalf of the Service Provider

Term	means the time period for which the Activities will be performed under this Agreement.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

1.2 Interpretation

- (a) Words in the singular include the plural and vice versa;
- (b) Words in the masculine include words in the feminine and vice versa
- (c) Words importing individuals shall be treated as importing corporations and vice versa;
- (d) Headings are for ease of reference only and shall not affect the construction of the Agreement; and
- (e) Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

2 Recitals

- 2.1 Under this Agreement the Council shall make Payments to the Service Provider and the Service Provider shall provide Activities for the benefit of young people in Lambeth for the period 1st April 2016 until the 31st March 2017.
- 2.2 It is the Council's intention that the Lambeth community and young people in particular should have a voice in decisions about what activities should be funded for their benefit.
- 2.3 The Service Provider agrees that where it relates to Activities funded under this Agreement, its communication and publication mechanisms, including websites shall bear the Council's, and the Council's, logo and branding as communicated by the Council's Authorised Officer from time to time and in accordance with written guidelines issued by the Authorised Officer.

3 Entire Agreement

- 3.1 This Agreement sets out all the terms and conditions, which the Service Provider and the Council have agreed regarding the provision of the Activities. This means that it supersedes any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Agreement.

4 Priority of Documents

- 4.1 If there is any inconsistency or conflict between what is set out in any of the clauses of this Agreement and what is set out in any of the schedules, then what is set out in the clauses of this Agreement will take precedence.

5 The Service Provider's obligation

- 5.1 During the Term the Service Provider shall devote such of its time, attention and abilities to the provision of the Activities as required in these Conditions and Schedules.
- 5.2 The Service Provider shall comply with the reasonable direction of the Council's Authorised Officer and use its best endeavours to perform its obligations. In particular the Service Provider will work in co-operation with the Council, and other providers of

related activities and will participate in good faith in initiatives taken by the Council or the Community Body to co-ordinate and improve services.

6 Assignment and Sub-Contracting

6.1 The Service Provider shall not assign or sub-contract the delivery of Activities or any part thereof or the benefit or advantage of this Agreement to any person without the prior written consent of the Authorised Officer. Such consent shall be at the absolute discretion of the Authorised Officer and, if given, shall not relieve the Service Provider from any liability or obligation under the Agreement. The Service Provider, and not the Council, shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respect as if they were the acts, defaults or neglect of the Service Provider.

6.1 The Council may, and intends, to assign this Agreement in its entirety to the Young Lambeth Cooperative and will notify the Service Provider in writing of the date on which such assignment will come into effect.

7 Agency

7.1 The Service Provider must not represent to anyone, nor allow any of its employees or agents to represent to anyone, that they are the Lambeth Council's agents or servants or the agents or servants of the Council.

7.2 In addition, the Service Provider must not enter into any contract on the Council's behalf, or in any way claim that they are authorised to do so.

8 The Council's Authorised Officer

8.1 The Council's Authorised Officer shall be the Paul Davies or such other person nominated in writing by the Council to act in the name of the Council for the purposes of this Agreement.

8.2 If any clarification of the powers and duties of individual officers is required by the Service Provider then this shall be sought in writing from the Authorised Officer.

9 The Service Provider's Representative

~~9.1 The Service Provider shall appoint a senior person as a representative empowered to act on behalf of the Service Provider for all purposes connected with the Agreement. Any notice, information, instruction or other communication given to the Service Provider's Representative shall be deemed to have been given to the Service Provider.~~

9.2 The Service Provider shall ensure that Service Provider's Representative, or a competent deputy authorised by the Service Provider is present at all work-places of the Service Provider, where activities in connection with the Activities are being carried out. They must be available to meet the Authorised Officer or representatives at all reasonable times.

10 Financial Assistance

10.1 The Council shall pay to the Service Provider a Payment of £8,505 towards the cost of providing the activities over the Term. The Payment shall be paid quarterly in advance provided the Service Provider achieves the outcomes required in Schedule 1 (Outcomes Framework). The Payment shall be paid to the Service Provider once the Service Provider has issued an invoice and after the Monitoring of the Activities for that quarter has been completed. Any overpaid Payment shall be returned to the Council immediately.

13 Complaints procedure

13.1 The Service Provider must:

- (a) Operate a complaints resolution procedure;
- (b) Operate it from the Commencement Date; and
- (c) At the Council's request, provide it with a copy.

14 Staff

- 14.1** The Service Provider must employ sufficient numbers of people of sufficient ability, skill, knowledge, training or experience as set out in Schedule 1 (Outcomes Framework) so as to properly provide and to supervise the proper provision of performance of its activities.
- 14.2** The Service Provider will be entirely responsible for the employment and conditions of service of its own employees and at all times be fully responsible for the payment of all salaries and wages income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by it. The Service Provider will fully and promptly indemnify the Council in respect of any liability of the Council in respect of any person employed by it.
- 14.3** The Service Provider is to adhere to all employment legal matters to the extent that they apply under this Agreement.

15 Safeguarding Matters

- 15.1** The Service Provider is required to comply with the requirements of the Lambeth safeguarding Children Board (LCSB) in relation to Section 11 of the Children Act and the Safeguarding Vulnerable Groups Act (Section 59). This is mandatory and a failure to do so will be considered a default of this Agreement.
- 15.2** The Service Provider warrants that all the staff and volunteers who come into regular contact with children or vulnerable adults in the delivery of the Activities have undergone Enhanced Disclosure Barring Service/Criminal Records Bureau checks and that the results of those checks are satisfactory. Where the checks are not satisfactory, the Service Provider shall carry out a Safeguarding Risk Assessments (via a Risk Assessment Panel) and shall notify the COUNCIL that it has done so and the Service Provider shall provide copies of any Safeguarding Risk Assessments to the Authorised Officer on request (albeit with any Personal Data redacted). Where there is a disclosure the anonymised Risk Assessment will be shared with the Safer Recruitment Panel for their opinion regarding the assessed posed risks. The Service Provider shall cooperate with and shall give due regard to the opinion in respect of whether or not to continue to employ or accept as a volunteer any individuals who have Disclosures of any type made on their DBS/CRB checks or have been the subject of a Safeguarding Risk Assessments as set out in this Clause 15.2 or who have reported any convictions, police cautions or warnings in line with Clause 15.6.
- 15.3** The Service Provider shall provide the Council with a schedule showing details of all Disclosures shown on all DBS/CRB checks for all staff and volunteers carrying out the Activities (albeit with any Personal Data redacted).
- 15.4** The Service Provider shall provide copies of all available DBS/CRB checks to the Council's Authorised Officer on request (albeit with any Personal Data redacted).

- 15.5 The Service Provider shall adopt the Council's DBS vetting policy & guidance / Safer recruitment policy and Practice any subsequent policies and guidance and shall not employ any person in the provision of the Activities who has committed any offence listed in Appendix 1: Convictions or circumstances which would automatically exclude an offer of appointment
- 15.6 The Service Provider shall make it a condition that all of their employees and volunteers have an on-going obligation to promptly report any convictions, police cautions or warnings to the Service Provider and the Council makes it a condition on the Service Provider to promptly report the nature of the convictions, police cautions or warnings to the Council's Authorised Officer.
- 15.7 The Service Provider shall review their approach to safeguarding in line with the requirements of the Children Act 2006/Safeguarding Vulnerable Groups Act 2006 ensuring the following:
- (a) All staff (including volunteers) must have their safeguarding checks updated as required by legislation and guidance, and that these are properly recorded.
 - (b) There is regular quality assurance and monitoring systems to ensure that policy is followed consistently in practice.
 - (c) Ensure that staff are adequately trained to look out for and know how to recognise signs of abuse or neglect.
 - (d) Ensure that staffs know which procedures to follow if there is a suspicion of risk or significant harm.
 - (e) Ensure that staffs know which procedures to follow when working with or coming into contact with, but not limited to, disabled children, children in private fostering situations, asylum-seeking children.
 - (f) Ensure that all staff listen to and respond appropriately to the concerns of children, young people and their carers/families.
 - ~~(g) Audit recruitment and staff checking procedures to ensure that references are verified and properly recorded in staff files, a full employment history on file for every member of staff with gaps in employment history checked and accounted for and qualifications checked.~~
 - (h) Enhanced Disclosure Barring service checks are consistently taken on new staff and all staff working with children including temporary, agency or contract staff, or in the event of a change in the law or national guidance a satisfactory DBS certificate.
 - (i) Enhanced Disclosure Barring Service checks should be undertaken by all staff involved in the delivery of this contract at least every three years or in the event of a change in the law or national guidance shall produce an updated and satisfactory DBS certificate.
 - (j) All convictions, cautions and bind-overs identified by the DBS check should be treated as a risk.

- (k) In cases where some risks have been identified from a statutory check, the provider shall determine whether or not to proceed with an offer of employment or volunteering. In cases where the option is to proceed with employment or volunteering, the Service Provider shall undertake a comprehensive Risk Assessment using either its own risk management tool or that developed by and in use by the Council.

15.8 The Service Provider will ensure that there are policies and procedures in place to address these issues which conform to current legislation and guidance.

15.9 A breach of the provisions of this Clause 15 will constitute a Fundamental Breach of this Agreement and the Council can terminate this Agreement with immediate effect.

16 Equal Opportunities

16.1 The Service Provider shall comply with all statutory provisions, statutory instruments, rules, regulations and bye-laws relating to equality and discrimination including, but not limited to the Equality Act 2010 and shall take all reasonable steps to ensure that its staff or agents do not discriminate against any person because of a protected characteristic by reason of their sex, marital status, colour, race, nationality or ethnic origin, sexual orientation, gender reassignment, age or on the grounds of their disability.

16.2 In the event of any finding of unlawful discrimination by the Service Provider during the life of the Agreement, or of an adverse finding in any formal investigation, the Service Provider shall inform the COUNCIL of this finding and the steps it proposes to take to prevent repetition of the unlawful discrimination.

17 Data Protection

17.1 The Service Provider warrants that it will lawfully process in accordance with the provisions of the Data Protection Act 1998 (DPA) any Personal Data that it has or shall obtain under this Agreement and the Service Provider shall have a confidentiality agreement with the Providers.

18 Health and Safety

18.1 ~~The Service Provider must comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to Staff and the general public and users of the Activities in the performance of the Activities.~~

18.2 The Service Provider agrees that, in conjunction with the Council, an annual Health and Safety Audit shall be conducted. The Service Provider agrees that an action plan will be agreed with the Council to ensure the rectification of matters arising from the annual Health and Safety audit.

18.3 The Council shall include the review of Health and Safety arrangements as part of the quarterly monitoring and the Service Provider agrees to comply with all recommendations arising from this review.

19 Confidentiality

19.1 The Service Provider shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the functions or affairs of the Council to a third person.

19.2 The Service Provider and his supply chain shall co-operate with the Council in respect of any request affecting or related to the provision of the Activities by among other things providing written responses under the Freedom of Information Act 2000 as required by the Council Authorised Officer.

20 Insurance

20.1 The Service Provider shall maintain at its own cost a policy of insurance (the Policy), to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Agreement in the following.

- (a) Employers' liability and
- (b) Public liability

20.2 The Service Provider must provide the Council with a copy of the Policy at the Council's request.

20.3 Service providers are required to insure the structures and to provide evidence that this has been done.

21 Indemnity

21.1 The Service Provider shall indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered [and legal fees and costs incurred] by the Council resulting from a breach of this Agreement by the Service Provider including, but not limited to:

- (a) Any neglect or default of the Service Provider or its servants or agents; and
- (b) Breaches in respect of any matter arising from the supply of the Activities resulting in any successful claim by any third party

21.2 The Council shall not be liable to the Service Provider for the death of or injury of its servants or agents or loss or damage to the Service Provider's property unless due to the negligence of the Council or its servants or agents.

~~21.3 The Council shall not be liable for any consequential losses, including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Service Provider howsoever caused~~

22 Non-Compliance with this Agreement

22.1 If the Service Provider breaches any of the terms of the Agreement and does not remedy the breach the Council will be entitled to terminate this Agreement by giving the Service Provider not less than 1 month's written notice.

23 Termination

23.1 The Council reserves the right to terminate this Agreement for any reason by giving 90 day's notice. In the event that the Agreement is terminated pursuant to this condition then the Council will not be obliged to pay to the Service Provider the further Payments.

23.2 The Council may terminate the Agreement forthwith if:

- (a) the breach is in respect of the Safeguarding provisions set out in Clause 15 above, the Agreement and the associated Lease will be terminated with immediate effect.

- (b) the Service Provider is in default in the performance or observance of any term or condition of the Agreement or default in the delivery of the outcomes referred to in paragraph 10.1; or:
- (c) the Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
 - I. Given any fee or reward, the receipt of which is an offence under subsection (2) of Section 117 of the Local Government Act 1972;
 - II. Committed, or attempted to commit, or failed to prevent, any offence under, but not limited to, the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Acts 1906 – 1916, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2003, and the Bribery Act 2010.
- (d) The Service Provider compounds or arranges with its creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- (e) An administrator is appointed to take control of the Service Provider's property and assets.
- (f) An order is made, or a resolution passed, for the dissolution of the Service Provider.
- (g) The Service Provider fails to properly observe its Safeguarding requirements as set out in, but not limited to, Clause 15 of this Agreement giving rise to immediate termination.
- (h) Abandonment of the Activities by the Service Provider.
- (i) Breach of the leasing provisions.

23.3 The Service Provider can terminate this Agreement by giving 90 days' notice. In this event the Council shall undertake an audit of the Service Provider's records to ascertain the unused portion of the Payment and the Service Provider shall repay such sum to the Council.

24 Termination consequences

24.1 In the event of the Agreement being terminated for the reasons contained in paragraph 23.2 above the Council will cease to be under any obligation to make further Payment; and

24.2 The rights of the Council under this Condition and the termination of the Agreement, howsoever arising, will be without prejudice to any rights or obligations.

25 Force Majeure

25.1 If either party fails to carry out their respective obligations under this Agreement as a result of force majeure then that party shall not be liable under this Agreement for such failure provided the affected party shall have given the other notice that such failure is the result of force majeure within 10 Working Days of such failure occurring.

25.2 If an event of force majeure occurs the parties shall meet to discuss how best you can continue to provide the Activities until the force majeure event ceases, which may include the Council providing the Service Provider with assistance, where possible.

26 Disputes

26.1 If any dispute or difference arises out of this Agreement the parties shall meet and attempt to resolve all such disputes or differences. The parties will agree an escalation mechanism for dealing with disputes that cannot be resolved between the named Representatives. This will take the form of escalation following the respective organisational structure in both parties.

27 Variations

27.1 A variation to this Agreement (including to the scope and nature of the Activities) shall only be valid if it has been agreed in writing and signed by both parties.

28 Waiver

28.1 Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement, nor shall such failure create an estoppel.

29 Third Parties

29.1 Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Agreement (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

30 Notices

30.1 Any notice or other communications requiring to be served under or in connection with the Agreement shall be in writing and shall be delivered to the registered offices at the addresses stated in the Agreement or as otherwise specified in the Agreement.

30.2 The parties shall comply with the terms of any notice specifying a breach of the provisions in the Agreement and requiring the breach to be remedied.

31 Governing Law and Jurisdiction

31.1 This Agreement shall be governed by English law.

32 Delivery up of documents on termination

32.1 The Service Provider or its authorised representative shall upon the termination of his engagement immediately deliver up to the Council all correspondence documents specification papers and property belonging to the Council which may be in its possession or control.

IN WITNESS whereof the Parties hereto have entered into this Agreement on the date above written.

Signed for and on behalf of the London Borough of Lambeth
By

Signature.....

Position..... *PL06 DIRECTOR*

Date..... *29.7.16*

Signature.....

Position.....

Date.....

Signed for and on behalf of the Service Provider

Signature.....

Position.....Chair.....

Date.....09.06.16.....

Signature.....

Position.....Secretary.....

Date.....09.06.16.....

Schedule 1

Adventure Playgrounds Early Adopters programme – Outcomes Framework

Context

Adventure playgrounds are free and open access staffed play provision which aim to provide children and young people with opportunities to engage in challenging and inclusive play activities. They provide the opportunity for children and young people to access a rich play environment, and assess and take risks, which are paramount for their healthy development physically, mentally, emotionally, socially and creatively. The Adventure Playground service aims to enhance the quality of play opportunities on offer to children and young people in Lambeth and contribute to achieving the vision of working together to ensure that Lambeth's children and young people have an equal right to a range of enjoyable, creative, stimulating, safe and inclusive quality play opportunities. All adventure playground sites offer a wide range of indoor and outdoor play and games including art and crafts, sports facilities, etc. encouraging active physical play and interaction with natural elements.

This paper presents the core offer and the outcome framework for the Adventure Playground Services, which we require providers to work toward.

Criteria	Offer
Service Scope	<p>To provide management and delivery of the Adventure Playground with the aim of improving access, inclusiveness and quality of play opportunities for children and young people and their families. The Adventure Playground service will:</p> <ul style="list-style-type: none"> • provide play and out of school hours activities for 5-16 year olds; • support the delivery of the boroughs Play Strategy by providing open and free access staffed play provision;
Service Delivery	<ul style="list-style-type: none"> • The core hours of the services includes term-time and holiday provision: <ul style="list-style-type: none"> - Term time: 3 evening per week for 3.5 hours, 3.30pm-7pm, - Holidays 5 days (weekdays) per week at 7 hours each day, 11am – 6pm. • Develop and deliver high quality and diverse play opportunities including adventurous and risky play. • Identify, refer and signpost children and families in need of early intervention support. <p>KPI: 100% Service Availability, number of children accessing the service at agreed service level at each of the sites as attendances and number of CYP reached, number of CAFs/ signposted CYP</p>

	<ul style="list-style-type: none"> • Secure additional funding and income to at least 10% of the funding reductions in the second and third year of the funding. <p><i>KPI: Added hours of openings; 10% funding generated within year.</i></p>
Estate management	<p>The lease will provide information on the roles and responsibilities for the maintenance of the site, however specific responsibilities for the play structures include:</p> <ul style="list-style-type: none"> • Leading on the maintenance and upkeep of the APG outdoor structures in compliance with health and safety requirements. • Carrying out daily checks of the outdoor play space before site opening times. • Complete quarterly audits and annual safety inspections of the play structures • Implement actions following the inspections • Discussions will progress as the models develop further • Repairs arising from non-preventable disrepair

Schedule 2

Gateway Four

Contract Performance Review

Ongoing contract performance review for all contracts valued at £100,000 and greater

The Contract Performance Review is intended for use as an ongoing performance review for contracts. **Be sure to overtype or delete this and the guidance following, before submitting your final draft.**

1.0 Report & Resource Information

A	Contract Register number:	
B	Review date:	
C	Review period:	
D	Name of officer submitting this review:	
E	Phone number:	
F	Department/organisation:	
G	Business unit:	

2.0 Contract Information

A	Contract title:	
B	Type of contract:	<input type="checkbox"/> Service <input type="checkbox"/> Supply <input type="checkbox"/> Works <input type="checkbox"/> Consultancy <input type="checkbox"/> Framework
C	List below the departments affected by this contract:	
D	Contract value:	£
E	Spend to date:	£
F	Annual estimated value:	£
G	Length of contract (in months):	
H	Contract start & end dates:	
I	Contractor company name:	
J	Supplier's contract manager name:	

K	Contact details: (Address) (Address) (Postcode) Phone: Fax: Mobile: E Mail:	
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3.0 Contract Outputs & Performance Indicators

A	Describe the main outputs of this contract:
B	Describe the Key Performance Indicators (KPIs) for this contract:
C	How many Lambeth and supplier staff members are allocated to this contract?
D	Have any defaults been issued against this contract since implementation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:
E	Have any legal or statutory requirements been enacted since implementation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:
F	Using the list of contract risks compiled in the Procurement Business Case and/or the Procurement Strategy Report, were any of these risks realised since implementation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:
G	Compared to your original estimated contract value, were any cashable or non-cashable savings realised since implementation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:
H	Referring to the information compiled in the Procurement Business Case and/or the Procurement Strategy Report, have any Responsible Procurement issues been raised since implementation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:

4.0 Performance Score

Areas of Review		0	1	2	3	4	5
		Failure	Very Poor	Poor	Satisfactory	Good	Excellent
A	Achievement of contract Key Performance Indicators						
B	Quality & consistency of work						
C	Value for Money, delivery to budget & budget control						

	<ul style="list-style-type: none"> The supplier's current status on Constructionline: Their safe trading limit: <p>You will not be required to complete sections B-E:</p>
B	If the supplier is not an approved Constructionline supplier please complete sections B-E. In the section below please provide the value and expiry date of the supplier's Employer's Liability Insurance:
C	In the section below please provide the value and expiry date of the supplier's Public Liability Insurance:
D	In the section below please provide the value and expiry date of the supplier's Professional Indemnity Insurance. If the supplier is not required to hold Professional Indemnity Insurance for this contract please indicate this in the space below:
E	For all contracts valued at £500,000 and greater, the supplier must be checked by Dun and Bradstreet (D&B) on an annual basis as a minimum. An exception to this is those suppliers who are currently listed as approved suppliers on Constructionline. In the section below please provide the date and score of the last D&B check. This score will be uploaded and stored on the Contract Register:

For details on how to check a supplier on D&B, please contact the Procurement Team on 020 7926 9358 or at CorporateProcurement@lambeth.gov.uk.

10.0 Looking Forward

This section provides the contract managers to look forward and consider contract issues that may arise regarding resources, risk, savings and Responsible Procurement:

A	Using the list of contract risks compiled in the Procurement Business Case and/or the Procurement Strategy Report, are there any future risks that may have an impact on the contract? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:
B	Compared to your original estimated contract value, will any future cashable or non-cashable savings be realised before the next review? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:
C	Referring to the information compiled in the Procurement Business Case and/or the Procurement Strategy Report, will any Responsible Procurement issues arise before the next review? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details in the space below:

11.0 Supplier Comments

In the section below, the supplier provides positive and negative comments regarding the performance of the contract:

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12.0 Approval

This report must first be approved by the officer's Head of Service.

I have read this Contract Performance Review and approve it for signature by the Lambeth and supplier contract managers.

Signature _____

Date

(Insert Name)
Head of Service

13.0 Contract Manager Signatures

Date of next contract review: _____

Signature _____

Date

(Insert Name)
Lambeth Contract Manager \ Lambeth Living Contract Manager

Signature _____

Date

(Insert Name)
(Supplier name) Contract Manager

