

## 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) Slade Gardens Community Play association CIO

### 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

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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:

- 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 1<sup>st</sup> April 2016 until the 31<sup>st</sup> 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.

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## 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.

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## **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 £24,948 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.

- 10.2 Where there is a change of circumstances that leads to insufficient progress in the provision of the Activities, the Service Provider shall return any unused or uncommitted portion of the Payment and the Council shall not be obliged to pay any further Payment to the Service Provider.
- 10.3 The first Payment shall be made no more than two weeks before the Activity Commencement Date, based on the agreement and progress of the Mobilisation and Implementation Plan. The Service Provider and the Council will jointly agree the Activity Commencement Date.

## **11 The Conditions of the Use of the Payment**

- 11.1 The Payment provided by the Council is to be used by the Service Provider only for the purpose and to the extent agreed by the parties and to achieve the requirements of Schedule 1 (Outcomes Framework).
- 11.2 It is recoverable to the amount that is not used for the purpose intended or not in strict compliance with this paragraph 11.
- 11.3 The Service Provider must ensure that it has proper financial and other controls and adhere to those.
- 11.4 The Service Provider's receipts, accounting records and other documents relating to the receipt and expenditure of the Payment must be kept for at least six years after the receipt of the Payment or the final Payment. These must be made available at any reasonable time for inspection by the Council and any other Public Body such as the National Audit Office.
- 11.5 No aspect of the Activities being funded should be illegal, political in intention, use or presentation or used to promote religious activities.
- 11.6 Where the Service Provider uses the Payment to buy capital assets (for example, equipment or vehicles) they must be adequately stored, maintained and insured, and available for inspection on request. The Council must also be notified if any capital assets cease to be used for the purpose for which they were funded and this will be incorporated into the Monitoring of the Activities. In those circumstances the Council will be entitled to require that the assets be transferred to the Council.

## **12 Monitoring of the Agreement**

- 12.1 In addition to the monitoring requirements set out in Schedule 1 (Outcomes Framework) the Council and the Service Provider shall together complete an Initial Implementation Review 90 days after the Commencement Date.
- 12.2 To the extent necessary to monitor the provision of the Activities, the Authorised Officer, or his nominee, shall have the right to access and inspect the Service Provider's work places, records and documents, technology, resources, systems, and procedures, and to interview any of the Service Provider's workers or agents.
- 12.3 The Council reserves the right to conduct ad hoc monitoring in addition to the quarterly monitoring.

12.4 The Service Provider agrees, at the request of the Council's Authorised Officer, to attend meetings of the Council to discuss issues relating to the performance of the Activities.

### **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.

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- (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.

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## **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

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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.
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- (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... *Prog. Director Probation Services*

Date... *10.6.16*

Signature.....

Position.....

Date.....

Signed for and on behalf of the Service Provider

Signature...   
*John Kingston*

Position.. Chair

Date...27/5/2016

Signature  
  


Position... Playground Manager

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Date...27/5/2016

## 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"> <li>• provide play and out of school hours activities for 5-16 year olds;</li> <li>• support the delivery of the boroughs Play Strategy by providing open and free access staffed play provision;</li> </ul>
	<ul style="list-style-type: none"> <li>• The core hours of the services includes term-time and holiday provision:               <ul style="list-style-type: none"> <li>- Term time: 3 evening per week for 3.5 hours, 3.30pm-7pm,</li> <li>- Holidays 5 days (weekdays) per week at 7 hours each day, 11am – 6pm.</li> </ul> </li> </ul>
Service Delivery	<ul style="list-style-type: none"> <li>• Develop and deliver high quality and diverse play opportunities including adventurous and risky play.</li> <li>• Identify, refer and signpost children and families in need of early intervention support.</li> </ul> <p><b>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</b></p>

Criteria	Offer
Workforce	<p>The services are managed by skilled and appropriately qualified playworkers working to the agreed service level and quality standards:</p> <ul style="list-style-type: none"> <li>• Managed by a senior member of staff with minimum N.V.Q Level 3 in Playwork, and playworkers should have a minimum N.V.Q Level 2 in Playwork or equivalent.</li> <li>• Minimum of 3 staff required per session and appropriate staffing levels should be in place to cover peak times and full time provision</li> <li>• Managers should have non-contact time for planning and recording (guideline 2 hours per session.</li> <li>• Enhanced DBS checks in place for staff and volunteers.</li> <li>• Comprehensive Playwork Codes of Practice in place/ in development.</li> <li>• Adequate provision for on-going staff training and development (CPD)</li> </ul>
Inclusion	<p>The services are inclusive to all children and the play provision should be fully accessible and inclusive by:</p> <ul style="list-style-type: none"> <li>• Targeting children with disabilities and their families and addressing the needs identified at a local level.</li> <li>• Developing inclusive play services.</li> </ul> <p><b>KPI: Number of children and young people with additional needs and disabilities accessing the play service</b></p>
Quality	<p>The service is delivered in line with the Playwork Principles and Play Leaders Codes of Practice (developed by Play Wales and endorsed by SkillsActive – May 2005) and Quality in Play framework.</p> <ul style="list-style-type: none"> <li>• Annual service review completed, with learning and recommendations to be developed with input from the users and local community.</li> </ul>
	<p><b>KPI: Quality Assessment of the Play Value</b></p>
Community participation	<ul style="list-style-type: none"> <li>• Offer an agreed number of volunteering opportunities to encourage local participation/ involvement in the maintenance and sustainability of the playground.</li> </ul>
Customer satisfaction	<p>Annual service review to include:</p> <ul style="list-style-type: none"> <li>• % of young people/ users recording positive feedback/ satisfaction with the service.</li> </ul> <p><b>KPI: level of satisfaction with the service provided, responsiveness and number of complaints received.</b></p>
Sustainability	<p>The service needs to provide added value by:</p> <ul style="list-style-type: none"> <li>• Enhancing core service provision through increased hours of openings.</li> </ul>

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

**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**

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

**2.0 Contract Information**

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



<b>K</b>	Contact details: (Address) (Address) (Postcode) Phone: Fax: Mobile: E Mail:	
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### 3.0 Contract Outputs & Performance Indicators

<b>A</b>	Describe the main outputs of this contract:
<b>B</b>	Describe the Key Performance Indicators (KPIs) for this contract:
<b>C</b>	How many Lambeth and supplier staff members are allocated to this contract?
<b>D</b>	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:
<b>E</b>	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:
<b>F</b>	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:
<b>G</b>	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:
<b>H</b>	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
<b>A</b>	Achievement of contract Key Performance Indicators						
<b>B</b>	Quality & consistency of work						
<b>C</b>	Value for Money, delivery to budget & budget control						
<b>D</b>	Professionalism of management & cooperation						

	from staff						
E	Communication & ability to provide information						
F	Customer care						
G	Ability to deal with complaints and their resolution						
H	Health & safety, security and community safety arrangements						
I	Equalities (including performance on equality targets)						
J	Environmental, sustainability & community benefit issues						

<b>Totals (add scores in each column)</b>							
<b>Grand Total</b>							

The maximum number of points a contract can receive in this review are 50 points. Where the contract is reviewed at a total of 29 points or below or where any individual criterion is scored at 2 and below, the Contract Performance Improvement Plan in Section 6.0 must be completed; see the matrix [here](#). Use Section 5.0 to provide evidence, reasons and justifications for the scoring above.

**5.0 Performance Score Comments**

Use the space below to provide evidence, reasons and justifications for your scoring in Section 4.0. If necessary, attach supporting documents to this report, including quality reports and details of complaints or compliments received during the reporting period:

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**6.0 Contract Performance Improvement Plan**

In the space below, provide details of how the contract performance will be improved. Use the table following to schedule the required actions and how they are relevant to the contract's performance indicators:

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Actions Required	Time Frame	Resources & Costs	Officer Responsible	Relevant Performance Indicator
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**7.0 Savings**

Compared to your original estimated contract value, will any future cashable or non-cashable savings be realised before the next review? If yes, provide details in the space below.

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**8.0 Equalities Assessment Progress Report**

The questions below are required as follow-up information to your initial Equalities Impact Assessment Report. **This section must be completed at each contract performance review:**

<b>A</b>	What are (or what were) the main issues relating to equality (race, gender, disability, sexual orientation, age, incidents of hate crime) and diversity within this contract?
<b>B</b>	How have you (or the contract management team) dealt with these issues? Were these handled by yourself (or the contract management team) and the Supplier together?
<b>C</b>	Whilst managing this contract, what does both the information available and reviewed indicate regarding the take-up and usage of the service by different equalities groups?
<b>D</b>	Describe how you have engaged with key stakeholders, end users and customers during the contract management process. How have you obtained their views on how efficient and effective contract delivery is and how well it is meeting the needs of all equalities groups?
<b>E</b>	Please describe the key responses you have had in relation to D above and describe the action(s) taken by yourself (or the contract management team) and the Supplier:
<b>F</b>	Where any equalities concerns or issues have been raised during contract management, an Improvement Plan should be developed to address these. This plan should be integrated into the overall Contract Performance Improvement Plan in Section 8.0.

**9.0 Health Check**

For contracts valued at £500,000 and greater, contract managers must conduct an annual supplier financial health check during their performance review; the section below must be completed in full:

<b>A</b>	<p>Is the supplier an approved Constructionline supplier? If yes, please provide:</p> <ul style="list-style-type: none"> <li>• The supplier's current status on Constructionline:</li> <li>• Their safe trading limit:</li> </ul> <p>You will not be required to complete sections B-E:</p>
<b>B</b>	<p>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:</p>
<b>C</b>	<p>In the section below please provide the value and expiry date of the supplier's Public Liability Insurance:</p>
<b>D</b>	<p>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:</p>
<b>E</b>	<p>For all contracts valued at £500,000 and greater, the supplier must be checked by Dun and Bradstreet (D&amp;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&amp;B check. This score will be uploaded and stored on the Contract Register:</p>

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](mailto: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:

<b>A</b>	<p>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</p> <p>If yes, provide details in the space below:</p>
<b>B</b>	<p>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</p> <p>If yes, provide details in the space below:</p>
<b>C</b>	<p>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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details in the space below:</p>

**11.0 Supplier Comments**

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

**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   
  
Slade Gardens Community Play Association  
Contract Manager

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