

Parks Report : 27 June 2013

- Swanscombe Park:

The flower beds have been planted with summer bedding.

The bowls season is well underway and the Town Green is looking good and playing very well.

The tennis courts continue to be very busy.

The tin fence in the old putting green area is currently being painted.

There has been a problem with bark being stripped from trees in some areas, including Swanscombe Park.

There was a break-in to the old toilet block which has caused some damage to the roof.

- Broomfield:

There are now two cricket teams playing at Broomfield this season and the square is holding up well.

Renovations to all football pitches have been completed and the pitches are recovering well.

We have been asked if it would be feasible to enlarge the existing junior pitch from 60yds x 40yds to 80yds x 50yds and fit in a small extra pitch (40yds x 30yds). Having measured out we have concluded that they can be accommodated as illustrated overleaf.

- Knockhall:

The football pitch has undergone its annual renovations.

We have had a request to site a junior pitch (60yds x 40yds), near to the changing rooms, on the old 5-a-side pitch. We have measured it out and although it will be a bit of a squeeze, it can be fitted in safely as illustrated overleaf.

- Heritage Park:

Off-road motorbikes continue to be a nuisance, staff are continuing to report incidents to the police.

- Saxon Court:

We have replaced a burnt out litter bin in the park.

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AGENDA ITEM

PLA 27.6.13

7.1

Broomfield Park	£568.00
Swanscombe Park	£772.91
Manor Park	
Knockhall Park	£573.17
Valley View	
Saxon Court	
Heritage Park	
TOTAL	£1,914.08

The items highlighted in yellow are the ones suggested to be undertaken this year.

The items bordered in pink are the ones suggested to be prioritised and budgeted to be undertaken next year.

The estimates for 2013 – 2014 included £2,000.00 for work from the Annual Play Area Safety Inspection.

Recommended:

- 1 To note the Annual Playground Safety Inspection Report and approve the actions/items, as indicated in the report (yellow) to be carried out.
- 2 To include the items as indicated in the report (pink) in the budget process for 2014 – 2015 = Manor Park approx £1,082.66

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2013 - 2014

3 APR 2013

Our Ref VB/IRPFCS

2nd April 2013

Swanscombe & Greenhithe Town Council
Town Council Offices
The Grove
Swanscombe
Kent
DA10 OGA

Dear Mr Blew

Re: Safety Inspection of Playground Equipment

Please find enclosed our inspection report of your playground equipment together with introduction to inspections.

We trust the enclosed meets with your approval. Please note the labour cost is based on all works being ordered. If only part of the work is required the labour costs may change. If you have any queries on any of the issues raised in the report then please do not hesitate to contact me.

Yours sincerely
For and on behalf of
Wicksteed Playscapes




Val Burton (Mrs)
Customer Services Administrator






Regional Office
Wicksteed Leisure Limited
18 Ardvanagh Avenue Newtownards Co Down BT23 7XE
T: +44(0)32891 450282
mcallaghan@wicksteed.co.uk
www.wicksteed.co.uk

Head Office
Wicksteed Leisure Limited
Digby Street Kettering Northants NN16 8YJ
T: +44(0)1536 517028 F: +44(0)1536 410633
sales@wicksteed.co.uk
Registered in England No. 603152

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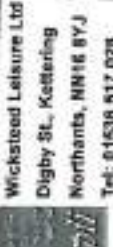
Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe town council.gov.uk		ORDER NO :- 312156	ADDRESS :- Broomfield Road Off The Grove, Broomfield Rd/Orchard Rd Swanscombe, DA10 0GA	SHEET 1 of 3			
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL	
Area 1 (enclosed area) Multi-play Unit on Wet Pour	Unknown	L L M	Generally satisfactory but monitor minor deformation at the slide chute surface (dents) Monitor the surface condition at base of fireman's pole Recommend soil and seed is added at the surface edging to reduce potential trip hazards.						
Jupiter Spring Mobile Platform on Wet Pour	Playdale	L	Satisfactory condition but monitor surface shrinkage at the edging. Further deterioration may result in trip hazards or could encourage vandalism.						
Bike Spring Mobile on Tiles & Grass	Ijlander	L	Generally satisfactory but monitor minor damage to one tie, uneven surfaces may create trip hazards. In addition, recommend regular grounds maintenance at grass surfaces to combat erosion and reduce potential slip, trip and impact hazards.						
Car Spring Mobile on Tiles & Grass	Ijlander	L	Generally satisfactory but recommend regular grounds maintenance at grass surfaces to combat erosion and reduce potential slip, trip and impact hazards.						
Delta Climber on Wet Pour	Wicksteed 1992	L M	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Falls Head & Torso probe test within the fuselage framework (ref BS EN 1176-1:2008, clause 4.2.2), no action recommended at present. Recommend rough seat panel edges are rubbed down and treated to reduce potential splinter or abrasion hazards and to improve weather protection.						
Link Non Bump See-Saw (LNB) on Wet Pour	Wicksteed 1994	M L	Generally satisfactory, lateral movement indicative of linkage wear, monitor for further deterioration but recommend links assemblies are replaced within 12 months Monitor corrosion at column side plates, further deterioration may create sharp edge snagging hazards (set in red wet pour)	1	5904-003	LNB Re-build kit Labour cost to fit parts*	£260.00 £240.00	£260.00	
			INDICATION OF RISK RATING ASSESSMENT HIGH & MEDIUM HIGH RISK - See Introductory Notes MEDIUM RISK - See Introductory Notes VERY LOW & LOW RISK - See Introductory Notes		INSPECTED BY :- C. Newell DATE :- 20.3.2013		PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered		£260.00 £0.00 £260.00 See sheet 3


Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312156	SITE ADDRESS :- Broomfield Road Off The Grove, Broomfield Rd/Orchard Rd Swanscombe, DA10 0GA		SHEET 2 of 3	
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL
5.8m Free Standing Slide on Wet Pour	Wicksteed 1982	L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Fails Head & Torso probe test at the hand and guardrails (ref BS EN 1176-1:2008, clause 4.2.7.2), no action recommended at present. Fails Toggle test at chute entrance (BS EN 1176-1:2008, clause 4.2.7.3, no action recommended at present Fails Stair criteria (BS EN 1176-1:2008: clause 4.2.9.2), no action recommended at present Partially re-painted, recommend top coat is applied to exposed primer areas as soon as possible. Recommend soil and seed is added at the surface edging to reduce potential trip hazards, especially at the slide run-out.	2	5901-002	Flat Rubber Seat Labour cost to fit parts*	£34.00 £60.00	£68.00
2.8m 2 Bay 4 Seat Swing 2 x Flat & 2 x Cradle Seat on Wet Pour	Wicksteed	L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Fails BS EN 1176 recommended clearance dimensions between the seats and frame members (ref BS EN 1176-2:2008, clause 4.4.1), no action recommended at present. Monitor wear at the chain links Monitor vandalism damage to the flat seats, recommend these are replaced within 6 months. Monitor wear and deformation of the cradle seats (polished or flaking rubber could cause choking if swallowed)					
Park Seat on Tarmac		M	Generally satisfactory but the uneven tarmac surface around the seat may create trip hazards (see general comments)					
2 x Litter Bin on Tarmac			Satisfactory condition					
Fence			Satisfactory condition					
 <p>Wicksteed Leisure Ltd Digby St., Kettering Northants, NN16 8YJ Tel: 01535 517 028</p>				INSPECTED BY :- C. Newell DATE :- 1...2013		PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL EXC. CARRIAGE & VAT. (E.&O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered		£68.00 £250.00 £328.00 See sheet 3

Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 365 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312156	S ADDRESS :- Broomfield Road Off The Grove, Broomfield Rd/Orchard Rd Swanscombe, DA10 0GA	SHEET 3 of 3		
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL
Single Gate		M	Generally satisfactory but recommend spring tension is adjusted to reduce the closing rate and reduce potential impact hazards Recommend regular grounds maintenance at the paving edge to combat erosion and reduce potential slip and trip hazards.					
Signage		M	Satisfactory condition					
General (area 1)		M	Recommend regular grounds maintenance at the grass areas to combat erosion and reduce potential slip and trip hazards, especially at the entrance					
<u>Area 2 (open area)</u> Basketball Goal on Tarmac	Addidas	M	Hard surfaces within the play area are damaged and wearing, creating potential trip hazards, recommend hard surface upgrade as soon as resources permit					
General (area 2)		M	Generally satisfactory but recommend soil and seed is added at the farmac edges to reduce potential trip hazards Access by animals is not physically prohibited recommend your routine inspection includes monitoring for & removal of animal faeces. (Litter (animal droppings) order 1991 of The Environment Protection Act 1990 requires public walks and pleasure grounds to be free of animal faeces)					
  Wicksteed Leisure Ltd Digby St., Kettering Northants, NN16 8YJ Tel: 01536 517 628 www.wicksteed.co.uk				INSPECTED BY :- C. Newell DATE :- 20.3.2013		PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL, EXC. CARRIAGE & VAT. (E&O E.) ESTIMATE TO FIT PARTS * Based on all works ordered TOTAL COST OF WORKS, EXC VAT		£0.00 £328.00 £328.00 £320.00 £648.00



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Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 365 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312158		ADDRESS :- Swanscombe Park, Park Road, Swanscombe, DA10 0JG		SHEET 1 of 3		
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL		
1 8m 1 Bay 2 Seat Timber Swing 2 x Cradle Seat on Wet Pour	Playdale 1999	M	Generally satisfactory but the top beam log is worn, rough edges and loose material create potential splinter hazards, structural integrity does not appear to be affected at present but recommend beam log is replaced. Shackles and bushes are wearing, recommend these are replaced as soon as possible Monitor wear and vandalism damage at the support legs, structural integrity is not affected at present	1 1	Playdale	CS02 Top Pole assembly Carrage from Playdale	£451.55 £37.90	£451.55 £37.90		
2.3m 2 Bay 4 Seat Swing 4 x Flat Seat on Wet Pour	Wicksteed 2000	M L	Generally satisfactory but monitor wear at the chains and vandalism damage at the seat edges Recommend hard surface repair to hole adjacent to the unit to prevent potential trip hazard (Wicksteed are unable to carry out tarmac repairs)	4 4	Playdale Playdale	AT22 Shackle F400 Swing support bush (post 1990) Labour cost to fit parts*	£5.57 £4.99 £240.00	£22.28 £19.56		
Trim Trail on Grass	Playdale 1999	L	The individual components are installed as a cluster unit (ref BS EN 1176 -1:2008, clause 4.2.8.3; note 1 and definition 3.19) and consists of the following:-							
Wobble Board Step Log Cluster (4 x 200mm log) Double Balance Beam Parallel Chain Traverse Balance Beam Step Log Cluster (4 x 200mm log) Cross Chain Traverse Log Traverse		L L L L	Generally satisfactory but monitor the timber condition Generally satisfactory but monitor the timber condition Generally satisfactory but monitor the timber condition Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition Generally satisfactory but monitor the timber condition at the suspended logs							
Step Log Cluster (4 x 200mm log) Burma Chain Bridge Step Log Cluster (4 x 200mm log) Clatter-bridge		L	Generally satisfactory but monitor the timber condition at the suspended logs Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition							
					INDICATION OF RISK RATING ASSESSMENT HIGH & MEDIUM HIGH RISK - See Introductory Notes MEDIUM RISK - See Introductory Notes VERY LOW & LOW RISK - See Introductory Notes		INSPECTED BY :- C. Newell DATE :- 20.3.2013		PARTS SUB TOTAL £531.29 BALANCE C / FORWARD £0.00 PARTS TOTAL EXC. CARRIAGE & VAT. £531.29 (E&O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered	

Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312156	SITE ADDRESS :- Swanscombe Park, Park Road, Swanscombe, DA10 0JG		SHEET 2 of 3	
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL
Toddler's Multi-play Unit on Wet Pour	Playdate 1999	L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Access net lower fixing creates potential trip and impact hazard (ref BS EN 1176-1: 2008, clause 4.2.6.6), no action recommended at present Monitor deformation at the tunnel assembly.					
A Frame on Wet Pour	Wicksteed	L	Satisfactory condition					
B Frame on Wet Pour	Wicksteed		Satisfactory condition					
5.8m Free Standing Slide on Wet Pour	Wicksteed	L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Falls Head & Torso probe test at the hand and guardrails (ref BS EN 1176-1:2008, clause 4.2.7.2), no action recommended at present. Falls Toggle test at chute entrance (BS EN 1176-1:2008, clause 4.2.7.3, no action recommended at present Falls Stair criteria (BS EN 1176-1:2008: clause 4.2.9.2), no action recommended at present					
Link Non Bump See-Saw on Wet Pour	Wicksteed	M	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- 230mm minimum ground clearance recommended below the seats at the lowest point of travel (ref BS EN 1176-6:2008, clause 4.8), in addition, lateral movement is indicative of linkage wear, recommend links assembly is replaced.	1	5904-003	LNB Re-build kit Labour cost to fit parts*	£260.00 £240.00	£260.00
Horse Spring Mobile on Wet Pour	Ledon		Satisfactory condition					
			INDICATION OF RISK RATING ASSESSMENT		INSPECTED BY :- C. Newell		PARTS SUB TOTAL	
			HIGH & MEDIUM HIGH RISK - See Introductory Notes		DATE :- ...3.2013		BALANCE C / FORWARD	
			MEDIUM RISK - 1 Introductory Notes				PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E.)	
			VL/L VERY LOW & Low RISK - See Introductory Notes				ESTIMATE TO FIT PARTS * Based on all works ordered	
							£260.00	
							£531.29	
							£791.29	
							See sheet 4	

Under warranty
from last year

(*)

Certified Inspection Report for:

Swanscombe & Greenhithe Town Council
Council Offices, The Grove
Swanscombe Kent DA10 0GA

CONTACT :-


Graham Blew
01322 385 513
E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk

ORDER NO :-

312156



ADDRESS :-


Swanscombe Park,
Park Road,
Swanscombe, DA10 0JG

DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	SHEET
Hen Spring Mobile on Wet Pour	Ledon	L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Falls foot rest requirements for spring mobiles (ref BS EN 1176:6:2008 clause 4.5), no action recommended at present.					3 of 4
2 x Metal / Timber Park Seat on Grass		M	Generally satisfactory but located close to perimeter fence & might encourage climbing which could result in fall and impact hazards, no remedial action possible with current installation.					
Metal Park Seat on Grass			Satisfactory condition					
2 x Litter Bin on Grass			Satisfactory condition					
Fence			Satisfactory condition					
Single Gate		M	Generally satisfactory but recommend spring tension is adjusted to reduce the closing rate and reduce potential impact hazards, in addition, advise spring cover is re-aligned and secured to prevent access to the spring coils	1	2176-151	M8 X 16 Pentagon Button Head Screw	£1.62	£1.62
Signage			Satisfactory condition			Labour cost to adjust spring tension and secure sleeve*	£40.00	
General		M	Recommend regular grounds maintenance at the grass areas to combat erosion and reduce potential slip and trip hazards, especially at impact surface edges and around trim trail Grass is considered suitable for use where Free Fall height is up to 1.5m, but note that grass must be in a well maintained condition, with at least 150mm of soil beneath it. Grass should remain throughout the year, and not become mud or bare earth, it's impact absorbency is dependant on the roots maintaining an un-compacted soil structure (Ref BS EN 1176-1:2006 UK National Foreword)					
 <p>Wicksteed Leisure Ltd Digby St, Kettering Northants, NN16 8YJ Tel: 01536 517 038 www.wicksteed.co.uk</p>				INSPECTED BY :- C. Newell DATE :- 20.3.2013		PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered TOTAL COST OF WORKS, EXC VAT		£1.62 £791.29 £792.91 £520.00 £1,312.91




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Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312156	SITE ADDRESS :- Manor Park St Peters Close, Swanscombe, DA10 0BU		SHEET 2 of 2		
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL	
Signage			Satisfactory condition						
General		M	Recommend regular grounds maintenance at the grass areas to combat erosion & reduce potential slip and trip hazards, especially at surface edging						
		M	The facility is located within an enclosed area but fencing and gates would not physically prohibit access by dogs, recommend routine inspections include monitoring for and removal of animal faeces. (Litter (animal droppings) order 1991 of The Environment Protection Act 1990 requires public walks and pleasure grounds to be free of animal faeces)						
 Wicksteed Leisure Ltd Digby 3L, Kettering Northants, NN16 8YJ Tel: 01535 517 028 www.wicksteed.co.uk				INSPECTED BY :- C. Newell DATE :- 2 nd 3.2013				PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL EXC. CARRIAGE & VAT. (E.O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered TOTAL COST OF WORKS. EXC. VAT	£0.00 £902.66 £902.66 £480.00 £1,082.66

Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Groves Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 365 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312156	SITE ADDRESS :- Heritage Park Rear of Leisure Centre, Craylands Lane, Swanscombe, DA10 0LP		SHEET 2 of 2	
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL
2 x Single Gate			Satisfactory condition					
Vehicle Access Gate			Satisfactory condition (locked at time of inspection)					
Fence			Satisfactory condition					
Signage			Satisfactory condition					
General		M	Recommend regular grounds maintenance at the grass areas to combat erosion & reduce potential slip and trip hazards, especially at entrance points and below the equipment Grass is considered suitable for use where Free Fall height is up to 1.5m, but note that grass must be in a well maintained condition, with at least 150mm of soil beneath it. Grass should remain throughout the year, and not become mud or bare earth, it's impact absorbency is dependant on the roots maintaining an un-compacted soil structure (Ref BS EN 1176-1:2008 UK National Foreword)					
 Wicksteed Leisure Ltd Digby St., Kettering Northants, NN16 8YJ Tel: 01536 517 02E www.wicksteed.co.uk			INDICATION OF RISK RATING ASSESSMENT HIGH & MEDIUM HIGH RISK - See Introductory Notes M MEDIUM RISK - See Introductory Notes V/L VERY LOW & 'W' RISK - See Introductory Notes		INSPECTED BY :- C. Newell DATE :- *0.3.2013		PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered TOTAL COST OF WORKS, EXC VAT	
							£0.00 £0.00 £0.00 £0.00 £0.00	



Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312156	ADDRESS :- Knockhall Park Knockhall Road, Swanscombe, DA9 9HF		SHEET 1 of 2
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE
							TOTAL
5.8m Free Standing Slide on Wet Pour	Wicksteed	L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Fails Head & Torso probe test at the hand and guardrails (ref BS EN 1176-1:2008, clause 4.2.7.2), no action recommended at present. Fails Toggle test at chute entrance (BS EN 1176-1:2008, clause 4.2.7.3, no action recommended at present Fails Stair criteria (BS EN 1176-1:2008: clause 4.2.9.2), no action recommended at present				
2.8m 2 Bay 3 Seat Swing 2 x Flat & 1 x Cradle Seat on Wet Pour	Hunts	L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Fails BS EN 1176 recommended clearance dimensions between the seats and frame members (ref BS EN 1176-2:2008, clause 4.4.1), no action recommended at present Monitor vandalism damage at the seats Manufacturer is no longer trading, replacement shackles & bushes are no longer available.				
Junior's Multi-play Unit on Wet Pour	Playdate 1999	L M L	Generally satisfactory but fails BS EN 1176 design criteria at the following areas:- Access net lower fixing creates potential trip and impact hazard (ref BS EN 1176-1: 2008, clause 4.2.8.6), no action recommended at present Monitor foundation integrity & stability at fireman's pole tower upright. Monitor climbing wall panel condition, plywood panel is delaminating creating potential splinter hazards, recommend the panel is replaced within 12 months (Client to manufacture & fit panel) Monitor timber condition, climatic conditions are likely to affect the timber appearance (air splits etc), these would not normally affect the structural integrity but loose material should be removed or made safe to reduce splinter or abrasion hazards.				
			INDICATION OF RISK RATING ASSESSMENT HIGH & MEDIUM HIGH RISK - See Introductory Notes MEDIUM RISK - See Introductory Notes VERY LOW & LOW RISK - See Introductory Notes		INSPECTED BY :- C. Newell DATE :- 20.3.2013		PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered
							£0.00 £0.00 £0.00 See sheet 2

Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blew 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		ORDER NO :- 312156	SITE ADDRESS :- Knockhall Park Knockhall Road, Swanscombe, DA9 9HF		SHEET 2 of 2	
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL
Trapez Climbing Frame on Wet Pour	Wicksteed		Satisfactory condition					
Toddler's Multi-play Unit on Wet Pour	Playdale 1999	L M	Generally satisfactory but monitor wear at the bridge net assembly Recommend worn platforms and arch access infill panels are replaced as soon as possible.	1 1 3 1	Playdale Playdale Playdale	LH11 Square platform c/w fixings LHD11 Triangular platform c/w fixings LH043B Arch access infill panels Carriage from Playdale Labour cost to fit parts*	£66.92 £66.92 £27.11 £38.00 £320.00	£66.92 £66.92 £81.33 £38.00
2 x Park Seat on Concrete & Grass		M	Generally satisfactory but recommend regular grounds maintenance to combat erosion and reduce potential slip hazards.					
Fence		VL	Generally satisfactory but monitor minor deformation of infill rails, further deterioration may allow access by dogs or could result in damaged infill rails.					
2 x Single Gate		M	Generally satisfactory but recommend loose cover is secured at one gate spring to prevent access to spring coils. <i>A minimum 12mm gap is recommended between gates and posts in both closed and open positions to prevent potential pinch or crush hazards in operation (ref BS EN 1176-1:2008, Clause 7.2.6)</i>					
Signage			Satisfactory condition					
Redundant Tile Surface		M	Generally satisfactory but tiles are wearing and further deterioration could result in trip hazards, consider removing tiles and base and reinstating soil and turf					
General		M	Recommend regular grounds maintenance at the grass areas to combat erosion and reduce potential slip and trip hazards, especially at impact surface edges					
<p>Wicksteed Leisure Ltd Digby St., Kettaring Northants, NN16 8YJ Tel: 01536 517 028</p> <p>www.wicksteed.co.uk</p>				<p>INSPECTED BY :- C. Newell</p> <p>DATE :- 3.2013</p>		<p>PARTS SUB TOTAL BALANCE C / FORWARD</p> <p>PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E.)</p> <p>ESTIMATE TO FIT PARTS * Based on all works ordered</p> <p>TOTAL COST OF WORKS, EXC VAT</p>		<p>£253.17</p> <p>£0.00</p> <p>£253.17</p> <p>£320.00</p> <p>£573.17</p>



Certified Inspection Report for:

Swanscombe & Greenhithe Town Council
Council Offices, The Grove
Swanscombe Kent DA10 0GA

CONTACT :-

Graham Blew
Tel: 01322 385 513 / 07715 388 289
E-mail:

ORDER NO :-

312156

ADDRESS :-

Valley View Play Area
Greenhithe Village
DA9 9LU

SHEET

1
of
2

DESCRIPTION OF PRODUCT(S) INSPECTED

MAKER & YEAR

RISK RATING

INSPECTION COMMENTS

QTY:

PRODUCT CODE

DESCRIPTION OF PART(S) REQUIRED

UNIT PRICE

TOTAL

Discovery Multi-play Unit on Wet Pour

Wicksteed

L

Generally satisfactory but fails BS EN 1176 design criteria at the following areas:-
Fails Head & Torso probe test at the barriers and side guardrail (ref BS EN 1176-1:2008, clause 4.2.7.2), no action recommended at present.

L

The attachment slide has a fall height exceeding one metre, a cross rail is recommended at the access point, between 600mm - 900mm above the starting section. (ref BS EN 1176-3:2008, clause 4.2), no action recommended at present.

VL

Monitor minor impact surface damage, further deterioration could result in trip or impact hazards.

L

Wicksteed

Generally satisfactory but monitor minor vandalism damage at one seat, further deterioration may result in exposed metal parts and could create impact hazards.

L

Monitor the gaps at tile joints where excessive gaps or lifting tiles may create trip hazards.

M

Recommend soil and seed is added at the surface edging to reduce potential trip hazards

Segregation Fence

Satisfactory condition

Honeycomb Whirl on Wet Pour

Satisfactory condition (Ensure that regular greasing of bearings is included within your annual maintenance schedule.)

Litter Bin

Satisfactory condition

Post Mounted

Fence

Satisfactory condition

Single Gate

Satisfactory condition

Vehicle Access Gate

Satisfactory condition (locked at time of inspection)

Signage

Satisfactory condition





Wicksteed Leisure Ltd
Digby St., Kettering
Northants, NN16 8JY
Tel: 01536 817 028


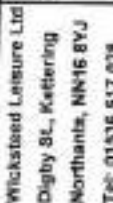
INDICATION OF RISK RATING ASSESSMENT
H/M/H HIGH & MEDIUM HIGH RISK - See Introductory Notes
M MEDIUM RISK - See Introductory Notes
V/L/L VERY LOW & LOW RISK - See Introductory Notes


INSPECTED BY :-
C. Newell
DATE :-
29.3.2013

PARTS SUB TOTAL
BALANCE C / FORWARD
PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E)
ESTIMATE TO FIT PARTS * Based on all works ordered

£0.00
£0.00
£0.00
£0.00

Certified Inspection Report for: Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		CONTACT :- Graham Blaw Tel: 01322 385 513 / 07715 388 289 E-mail:		ORDER NO :- 312156	SITE ADDRESS :- Valley View Play Area Greenhithe Village DA9 9LU		SHEET 2 of 2	
DESCRIPTION OF PRODUCT(S) INSPECTED General	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL
		M	<p>The provision of seating facilities is recommended to encourage parental supervision.</p> <p>Recommend regular grounds maintenance at the grass areas to combat erosion and reduce potential slip and trip hazards, especially at impact surface edges</p>					
<p>INDICATION OF RISK RATING ASSESSMENT</p> <p>H/MH HIGH & MEDIUM HIGH RISK - See Introductory Notes</p> <p>M MEDIUM RISK - See Introductory Notes</p> <p>VL/L VERY LOW & L RISK - See Introductory Notes</p>				<p>INSPECTED BY :- C. Newell</p> <p>DATE :- 3.2013</p>		<p>PARTS SUB TOTAL</p> <p>BALANCE C / FORWARD</p> <p>PARTS TOTAL. EXC. CARRIAGE & VAT. (E&O.E.)</p> <p>ESTIMATE TO FIT PARTS * Based on all works ordered</p> <p>TOTAL COST OF WORKS, EXC VAT</p>		<p>£0.00</p> <p>£0.00</p> <p>£0.00</p> <p>£0.00</p> <p>£0.00</p>
 <p>Wicksteed Leisure Ltd Highby St., Kettering Northants, NN16 8YJ Tel: 01536 517 028 www.wicksteed.co.uk</p>								

Certified Inspection Report for:		CONTACT :-		ORDER NO :-		ADDRESS :-		SHEET	
Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		Graham Blew Tel: 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		312156		Saxon Court Play Area Hasted Close, Greenhithe, DA9 9JL		1 of 2	
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL	
Zigzag Tower & Slide on Wet Pour	Wicksteed	L	Generally satisfactory but falls BS EN 1176 design criteria at the following areas:- Falls Head & Torso probe test at the barriers and slide guardrail (ref BS EN 1176-1:2008, clause 4.2.7.2), no action recommended at present. The attachment slide has a fall height exceeding one metre, a cross rail is recommended at the access point, between 600mm - 900mm above the starting section. (ref BS EN 1176-3:2008, clause 4.2), no action recommended at present. Monitor minor deformation at the slide chute surface (dents)						
1.8m 1 Bay 2 Seat Swing 2 x Flat Seat on Wet Pour	Levercrest	MH	Chains, shackles and bushes are worn, further deterioration may result in failure under load, manufacturer is no longer trading and replacement parts are not available, recommend this unit is removed from service as soon as possible Recommend surface damage / shrinkage splits are cut back and repaired to prevent potential trip hazards (cut back & repair 14 linear Metres x 100mm x 40mm deep)	2	6130-201	Black top layer wet pour repair kit Labour cost to cut off below surface level & dispose of swing & make good wet pour where disturbed*	£50.00 £240.00	£100.00	
Trim Trail on Grass	Setter 2010	M	The individual components are installed as a cluster unit (ref BS EN 1176-1:2008, clause 4.2.8.3, note 1 and definition 3.19) and consists of the following:- Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition Satisfactory condition	1 2	6130-200 6130-201	Black base layer wet pour repair kit Black top layer wet pour repair kit Labour cost to cut back & repair surface as detailed*	£105.00 £50.00 £240.00	£105.00 £100.00	
Inclined Balance Beam Cross Rope Traverse Double Step Post Swinging Plank Double Step Post Balance Beam Step Post Burma Rope Bridge Step Post Parallel Rope Traverse									
						INDICATION OF RISK RATING ASSESSMENT HIGH & MEDIUM HIGH RISK - See Introductory Notes MEDIUM RISK - See Introductory Notes VERY LOW & LOW RISK - See Introductory Notes		INSPECTED BY :- C. Newell DATE :- 20.3.2013	
						PARTS SUB TOTAL		£305.00	
						BALANCE C / FORWARD		£0.00	
						PARTS TOTAL EXC. CARRIAGE & VAT. (E.&O.E.)		£305.00	
						ESTIMATE TO FIT PARTS * Based on all works ordered		See sheet 2	

Certified Inspection Report for:		CONTACT :-		ORDER NO :-		SITE ADDRESS :-		SHEET	
Swanscombe & Greenhithe Town Council Council Offices, The Grove Swanscombe Kent DA10 0GA		Graham Blew 01322 385 513 E-mail: graham.blew@swanscombeandgreenhithe.towncouncil.gov.uk		312156		Saxon Court Play Area Hasted Close, Greenhithe, DA9 9JL		2 of 2	
DESCRIPTION OF PRODUCT(S) INSPECTED	MAKER & YEAR	RISK RATING	INSPECTION COMMENTS	QTY.	PRODUCT CODE	DESCRIPTION OF PART(S) REQUIRED	UNIT PRICE	TOTAL	
Mushroom on Grass	Unknown		Satisfactory condition						
Park Seat on Tarmac			Satisfactory condition						
Litter Bin Post Mounted			Satisfactory condition						
Fence			Satisfactory condition						
3 x Single Gate		M	Generally satisfactory but recommend lammac repair at one entrance to reduce potential trip hazards.						
		M	Self closing devices are missing or ineffective and gates might not exclude dogs or prevent unescorted toddler egress from the area, recommend closing devices are repaired or replaced.						
Double Gate		M	Generally satisfactory, one gate secured to prevent dog and vehicle access but lamp post restricts opening at the pedestrian gate to 780mm, this may prevent access by wheelchairs and pushchairs and could result in collision hazards, in addition, the closing spring tension requires adjustment to close gate.						
Signage			Satisfactory condition						
General		M	The facility is located within an enclosed area but fencing and gates would not physically prohibit access by dogs, recommend routine inspections include monitoring for and removal of animal faeces. (Litter (animal droppings) order 1991 of The Environment Protection Act 1990 requires public walks and pleasure grounds to be free of animal faeces)						
 Wicksteed Leisure Ltd 15 Bygby St, Kettering Northants, NN16 8YJ Tel: 01536 517 028 www.wicksteed.co.uk				INSPECTED BY :- C. Newell DATE :- 1.2.2013		PARTS SUB TOTAL BALANCE C / FORWARD PARTS TOTAL EXC. CARRIAGE & VAT. (E&O.E.) ESTIMATE TO FIT PARTS * Based on all works ordered TOTAL COST OF WORKS, EXC VAT		£0.00 £305.09 £305.09 £480.00 £785.00	





FOOTBALL PITCH ALLOCATION 2013 - 2014

PITCH:	DAY & TIME:	LAST YEAR:	REQUESTS – 2013 / 2014:
B/FIELD:			
Pitch 1	Saturday pm	Stone C & I	No request from Stone C&I - VACANT
		VACANT	Glaxo Wellcome Vets
Pitch 2	Saturday pm	Pavilion Athletic	Pavilion Athletic
			VACANT
Pitch 1	Sunday am	Nuevo Team	Nuevo Team
		Battle of Britain Spitfires	Battle of Britain Spitfires
	Sunday pm	VACANT	VACANT
		VACANT	VACANT
Pitch 2	Sunday am	Swanscombe Tigers Mens	Swanscombe Tigers Mens
		Swanscombe Tigers Reserves	Swanscombe Tigers Reserves
	Sunday pm	Swanscombe Tigers U15's (Girls)	
		VACANT	
Mini Pitch (80 x 50)	Sunday am	Swanscombe Tigers U10's (A)	Swanscombe Tigers U11's
		Swanscombe Tigers U10's (B) (25 May 2012)	Swanscombe Tigers U12's (A) Swanscombe Tigers U12's (B)
Mini Pitch (40 x 30)	Sunday am		Swanscombe Tigers U7's
			Swanscombe Tigers U8's

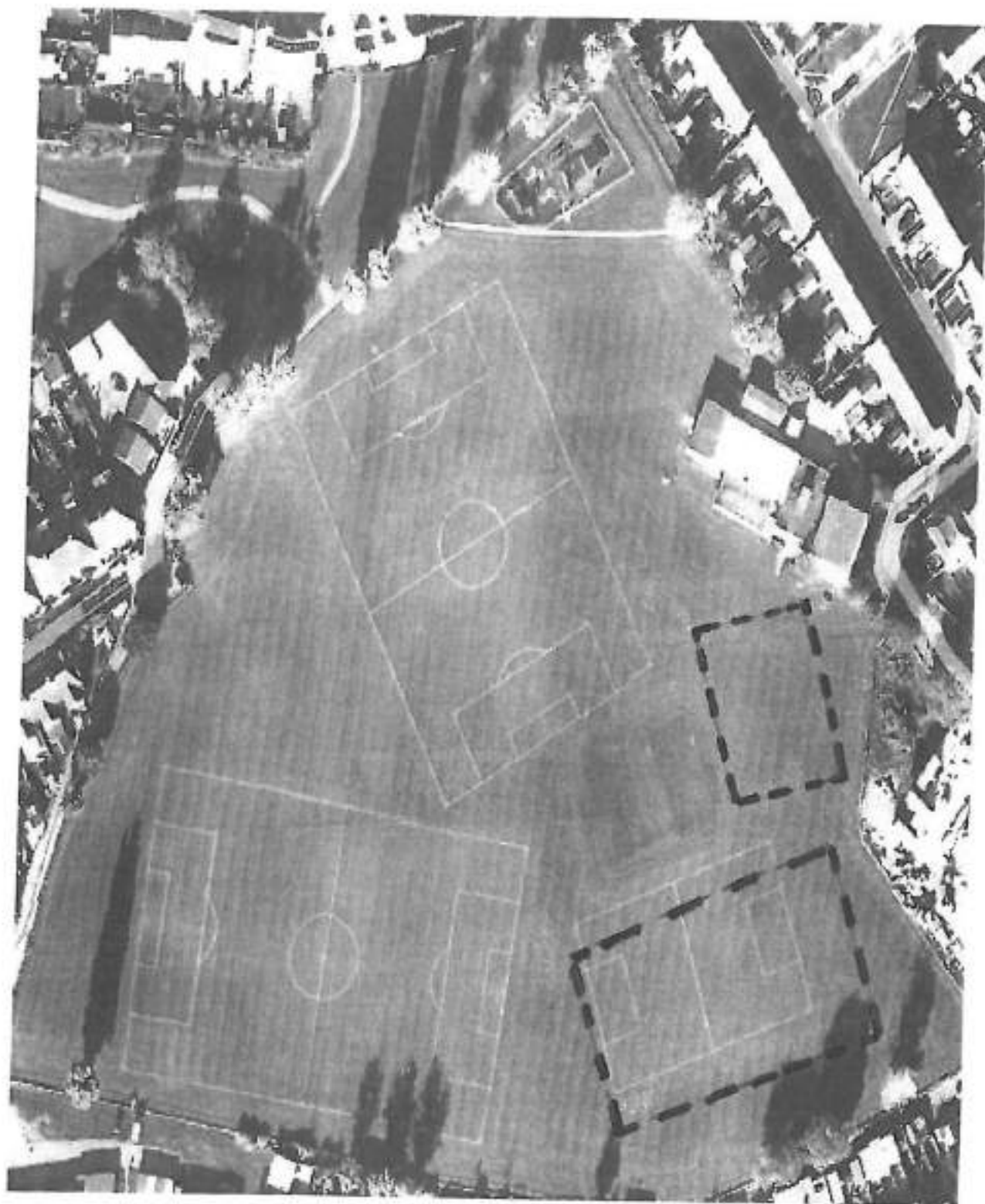
28.05.13 Darent River FC – Request for Broomfield – Sunday am



FOOTBALL PITCH ALLOCATION 2013 - 2014

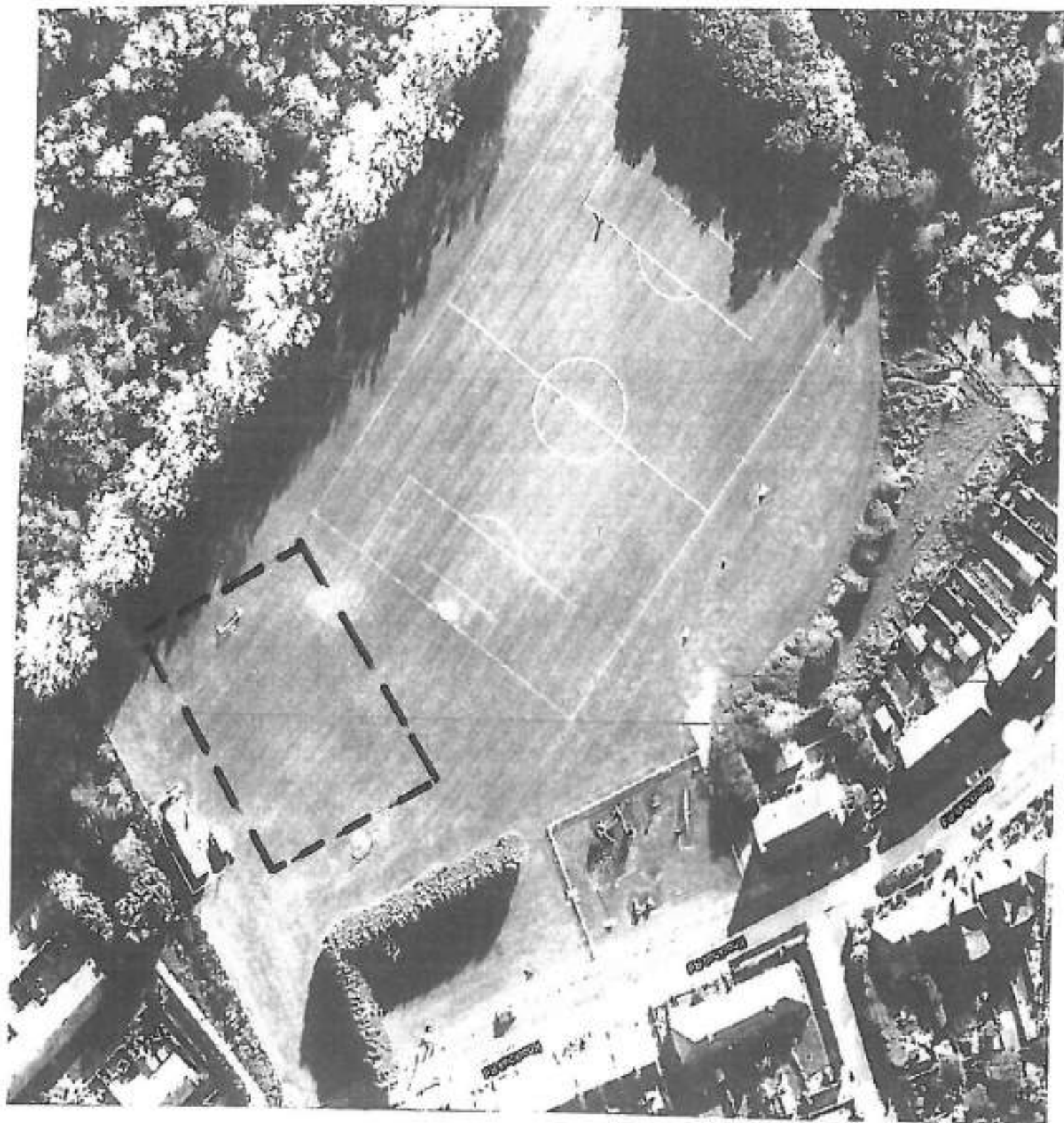
K/HALL:			
	Saturday pm	VACANT	
		VACANT	
*	Sunday am	Swanscombe Tigers U12's	Swanscombe Tigers U13's
*		Swanscombe Tigers U15's	Swanscombe Tigers U16's
	Sunday pm	Swanscombe Tigers U18's	Swanscombe Tigers U18's
		Swanscombe Tigers U14's	
Mini Pitch (60 x 40)	Sunday am		Swanscombe Tigers U9's (A) Swanscombe Tigers U9's (B)
			Swanscombe Tigers U10's

BROOMFIELD RECREATION GROUND



SWANSCOMBE & GREENHITHE
TOWN COUNCIL

KNOCKHALL.



Dated [] _____ 2013

[] CITIZENS ADVICE BUREAU

-and-

[]

-and-

[]

Partnership Agreement
for the delivery of the project funded by the Big Lottery Fund through
the Advice Services Transition Fund

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Partnership Agreement

Date: []

2013

BETWEEN:

- (1) [] **Citizens Advice Bureau**
Registered office:
Company Registration No:
Charity Registration No:
("LEAD");
- (2) []
- (3) []
- (4) []
- (5) []
- (6) []
- (7) []

Background:

- (A) The Parties have come together to create, manage and deliver the 'Advice Services Transition Fund' Project as detailed in Appendix 1.
- (B) For the purposes of this agreement the Parties have agreed to work together, and to enter into this agreement with each of the said Parties for this purpose.
- (C) The Lead has obtained a grant from the Funder. The Lead is acting as lead agency for the purposes of the grant. The Lead is therefore the accountable body.
- (D) The Parties acknowledge that they must comply with the terms and conditions of grant from, and all of the other requirements of, the Funder (Appendix 1).
- (E) The Parties wish to work together to achieve their objects and have agreed to enter into this agreement to set out the terms of their collaboration and to deliver the Programme.

It is hereby agreed as follows:-

1. Definitions and Interpretation

- 1.1 In this agreement the following words and expressions shall have the meanings set out below:

"Background IP Rights" means any IP Rights controlled or owned by any Party at or prior to the start of this agreement or generated by a Party otherwise than in pursuance of its obligations under this agreement;

"Budget" means the budget for income and expenditure as set out in Schedule 3, as amended from time to time in accordance with this agreement;

"Contributions" means the monetary and non-monetary contributions (including management time and expenses) to be contributed by the Parties and any external funders, as set out in the budget;

"Deliverables" means the deliverables to be provided to or by a Party pursuant to this agreement and the Project;

"Force Majeure Event" means, in relation to any Party, any event beyond its reasonable control including, any national strike, Act of God, fire, war or riot. The expression shall not include any of the following:

- (i) any event which was reasonably foreseeable by that Party, to the extent that it could reasonably have avoided the relevant event;
- (ii) any strike, lock-out or industrial dispute involving any of that Party's own personnel;
- (iii) the financial failure or other failure in performance of a sub-contractor or supplier to that Party, to the extent that the same does not result from an event beyond the reasonable control of the relevant sub-contractor or supplier;

"Funder" means the Big Lottery Fund, 1 Plough Place, London EC4A 1DE;

"Funding" means the grant provided for the Project by the Funder;

"Good Industry Practice" means practices, methods and procedures (or one of a range of practices, methods and procedures) which comply with applicable legislation guidance and regulation.

"Insolvency Event" means in the case of any Party the appointment of, or the application for, a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into of a scheme of arrangement or composition for the benefit of creditors generally, any re-organisation, moratorium or other administration involving its creditors or any class of its creditors, the proposal or passing of a resolution to wind it up (other than a voluntary winding-up as part of a reorganisation) or the company becoming unable or being deemed to be unable to pay its debts as and when they fall due within the meaning of section 123 of the Insolvency Act 1986;

"IP Rights" means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, data and rights in databases, trade secrets and know-how, in all cases whether or not registered or registerable and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of

protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"Losses" in respect of any matter, event or circumstance includes all demands, claims actions, proceedings, damages, payments, losses, costs, expenses (including but not limited to legal costs) or other liabilities received, taken or incurred by or owed to third parties;

"Programme" means the **Advice Services Transition Fund** ' as set out in Schedule 1;

"Project" means the activities to be carried out by the parties working together to achieve the deliverables set out in schedule 6.

"Project Plan" the plan for delivery of the Project attached as Schedule 4;

"Resulting IP Rights" means any IP Rights arising from or developed by any Party wholly or mainly in connection with the Project.

- 1.2 In this agreement, unless the context requires otherwise, any reference to:
- 1.2.1 a **"Party"** or the **"Parties"** is to one or all of the parties (as the case may be) to this agreement;
 - 1.2.2 this **"agreement"** means this agreement and includes the Schedules and appendix, which form part of this agreement for all purposes;
 - 1.2.3 a **statute** or **statutory provision** includes any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment or replacement and any subordinate legislation in force under any of the same from time to time provided that any such consolidation, re-enactment, modification and/or replacement of a statute or statutory provision shall not operate to extend the liability of either of the parties under this agreement;
 - 1.2.4 references to **persons** includes any individual, firm, corporation, unincorporated association, government, state or agency of state, association, partnership or joint venture (whether or not having a separate legal personality);
 - 1.2.5 **writing** shall include any modes of reproducing words in a legible and non-transitory form; and
- 1.3 to **"indemnify"** and **"indemnifying"** any person against any losses by reference to an event or circumstance includes indemnifying and keeping him indemnified against all losses from time to time made, suffered or incurred by that person as a direct consequence of or which would not have arisen but for that event or circumstance.
- 1.4 In this agreement, general words shall not be given a **restrictive interpretation** by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. Duration

This agreement commences on the date it is signed and unless terminated earlier in accordance with the provisions of this agreement shall continue until [] (when the funds from the Funder will cease) or until all commitments and liabilities arising from Appendix 1 have been discharged, whichever is the later, In particular the Parties shall take all such steps as are reasonably necessary to enable the Lead to complete and submit a Report upon the Project and to assist with all such other matters as the Lead shall reasonably require.

3. Collaboration

- 3.1 The Parties agree to work and collaborate together in a spirit of openness and in good faith with a view to each of them achieving their objects.
- 3.2 The Parties hereby agree to work together to deliver the Project within the budget and in compliance with the matters set out in the Business Plan submitted to Funder. The Project details the Deliverables to be undertaken by each of the parties and the budget identifies the costs allocated to the performance of such deliverables.
- 3.3 The Parties acknowledge that the Lead will be acting as lead agency to the funder for delivery of the Project. Each of the Parties undertakes to the Lead and to each other to comply with the terms and conditions applicable to such funding as set out in Appendix 2.
- 3.4 To the extent that there is any inconsistency between this agreement and any of the terms and conditions of funding, the terms and conditions of the funding as set out in Appendix 2 shall prevail.
- 3.5 The Parties shall meet on a quarterly basis, or as necessary, to discuss the progress of the Project and the performance of their respective obligations under the agreement.

4. Governance and Management

- 4.1 The Project shall be led and managed by the Lead but shall benefit from the members collaborating in the Project Team under the Terms of Reference set out in Schedule 3.
- 4.2 The District Manager of the Lead will have the day to day responsibility to implement and to manage the Project.
- 4.3 The Parties undertake to comply with the requirements of Schedule 2 in relation to the Project Team.

In carrying out a particular part of the Project the Parties concerned shall employ the staff required on that part of the Project and the costs of employing such staff shall be met by the Party concerned (including but not limited to any redundancy or other payments on termination of employment).

- 4.4 Each of the Parties shall follow its own grievance and disciplinary policies and procedures in respect of any staff which that Party has employed for the purpose of carrying out the Project.
- 4.5 Each of the Parties is responsible for its own budget. The Lead shall be under no obligation to indemnify expenditure in excess of budget.
- 4.6 Where a part of the Project is not being delivered by any of the Parties in accordance with the Budget or Project Plan to such an extent that would constitute a breach of the terms and conditions of the Funding, the Lead will use all reasonable endeavours to bring the Project back on plan. If it is unable to determine how to do so or is unable actually to do so, the Lead may step in after twenty (20) business days and take over the obligations and entitlements of such Party under this Agreement or procure a third party to do so provided always that having failed to meet its obligations and entitlements such Party shall indemnify (and hereby does so indemnify) the Lead against the reasonable costs and expenses of the Lead in having to take over and discharge its said obligations and entitlements.

5. Budget and Contributions

- 5.1 The Budget for the Project shall be as set out in Schedule 3 as amended from time to time with the approval of the Lead and, where required, by the Funder. Any monies paid by the Lead to any Party shall be paid by the Lead to such Party on the same terms and conditions as the grant from the Funder and subject to the funds actually made available to the Lead.
- 5.2 All monies paid as grant funding (from the Funder) will together constitute a discrete 'restricted fund' (as defined in The Charities (Accounts and Reports) Regulations 2008 and the Statement of Recommended Practice 2008) and that it will only be used to provide the activities under the Project.
- 5.3 The Lead may at any time withhold, suspend or cease payment of all or any of the grant funding if is not satisfied that any Party is in compliance with the requirements of Clause 4.6 and/or any of the other provisions of this Agreement.
- 5.4 Each of the Parties shall:
- keep accurate records and books of account showing income and expenditure;
 - receipts and invoices in relation to expenditure; and
 - keep details of activities undertaken and outcomes in relation to the programme
 - in each case so as to enable them to comply with the reporting requirements of lead or the Funder, each of the Parties shall disclose the same to the Lead as required from time to time.
- 5.5 The Parties shall not incur liabilities that are not included in the budget. In the event that any Party does so it shall not be entitled to any indemnity or reimbursement of such liability.

- 5.6 Each of the Parties acknowledges that the grant funding is not consideration for any taxable supply for VAT purposes by the Lead to them. The Parties understand that the lead's obligation does not extend to paying them any amounts in respect of VAT in addition to the grant and that the grant made by the Lead is inclusive of VAT (if any).
- 5.7 If required by the Funder each of the Parties agrees to immediately repay the Lead any VAT recovered whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.
- 5.8 Each of the Parties agrees to immediately notify the Lead if any irrecoverable VAT claimed under the grant becomes recoverable.

6. Warranties

- 6.1 Each of the Parties warrants to the Lead that it will provide the Deliverables:
- 6.1.1 in accordance with reasonable skill, care and diligence in accordance with Good Industry Practice;
 - 6.1.2 in accordance with the terms of this agreement and the Schedules; and
 - 6.1.3 using appropriately trained and qualified personnel.
- 6.2 Each of the Parties warrants to the Lead that:
- (a) it has the right, power and authority to enter into and fully perform its obligations under this agreement; and
 - (b) it shall comply with the terms and conditions of any grant made to the Lead by the Funder.
- 6.3 In the event of a breach of the Warranties set out in this Clause 6 (Warranties) the Party concerned shall promptly remedy the defect in the provision of the Deliverables either by providing alternative or similar services to the standards agreed at the expense of such Party, failing which it shall reimburse any amount of funding otherwise received by it in respect of the Deliverables not delivered in accordance with this agreement.
- The Lead shall be entitled to withhold all or any part of any funding set out in the Budget in respect of Deliverables from any Party that has failed to deliver the Deliverables.
- 6.4 Save for any warranties specifically set out in this agreement no other representation, warranty or condition, statutorily implied or otherwise, as to condition, quality, performance or fitness for purpose is given or assumed by any Party or the Lead and all such representations, warranties and conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 6.5 Each Party shall indemnify the other Parties and the Lead from any Losses arising from a breach by them of this agreement.

6.6 Each Party shall ensure it has appropriate insurances to cover its potential liabilities under this agreement and the Project and shall if required to do so provide evidence of such insurance to the Lead.

7. Limitation of Liability

7.1 Subject to Clause 7.3 and save as otherwise provided in this agreement the Parties will be under no liability to each other whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any indirect or consequential Losses (including, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, depletion of goodwill or any like loss) howsoever caused arising out of or in connection with this agreement.

7.2 Subject to Clause 7.3 but notwithstanding any other provision in this agreement a Party's aggregate liability to the other Parties under this agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or Losses howsoever caused will be limited to the amount proposed to be paid to it in accordance with the Budget.

7.3 None of the Parties exclude liability (if any) to the other for:

7.3.1 personal injury or death resulting from its negligence;

7.3.2 any matter which it would be illegal for it to exclude or to attempt to exclude its liability for, or

7.3.3 fraud.

7.4 This Clause 7 shall survive the termination of this agreement for whatever cause.

8. Intellectual Property

8.1 Nothing contained in this agreement shall affect the absolute and unfettered rights of each Party in all inventions, discoveries and intellectual property contained in its Background IP Rights.

8.2 Each Party shall promptly disclose in confidence to the other Parties all Resulting IP Rights during the term of this agreement and co-operate, where required, in relation to the protection of such IP Rights including any legal proceedings.

8.3 Each Party shall own the Resulting IP Rights generated by it under the Project and shall be responsible for securing ownership of such Resulting IP Rights from its employees and other agents. If any of the Parties is jointly responsible for generating Resulting IP Rights such Resulting IP Rights shall be jointly owned by the Parties.

8.4 Each Party grants to the others of them an irrevocable, perpetual, non-exclusive, royalty-free licence to:

- 8.4.1 use its Resulting IP Rights in any way calculated to achieve their charitable objects;
 - 8.4.2 subject to any existing third party obligations, use its Background IP Rights for the purpose of undertaking the Programme and to enable the use of the Resulting IP Rights pursuant to Clause 8.4.1; and
 - 8.4.3 grant sub-licences as part of its use in accordance with Clause 8.4.1.
- 8.5 Each Party warrants the originality of all intellectual property in its Resulting IP Rights and that it is the absolute owner thereof with full right and power to grant the licence granted pursuant to Clause 8.4, and that it does and will not infringe the rights of any other person. Each Party indemnifies the others of them in respect of all Losses arising as a result of breach of the warranty in this clause.

9. Publicity and Branding

- 9.1 The Parties will follow the Big Lottery publicity guidelines
- 9.2 The Parties may adopt a partnership logo which can be used together with the Big Lottery logo on all publicity and publications made by the partnership.
- 9.3 The Parties may use their own organisational logos together with the Big Lottery logo in any publicity materials developed by any of the Parties for their own individual use.
- 9.4 Subject to clause 9.5 and any relevant publicity guidelines, organisational logos associated with each of the Parties may be used on any joint publicity materials by all Parties.
- 9.5 Where the Lead is a Citizens Advice Bureau, Citizens Advice (the owner of the CAB logo trademark) has granted or will grant the Lead a non-exclusive royalty-free licence to sub-license the use of the Citizens Advice Bureau logo to each party to this agreement for use on joint publicity for the purpose and duration of this agreement but not further or otherwise. For the avoidance of doubt, a Lead that is not a Citizens Advice Bureau will need to obtain a licence from Citizens Advice which will not be unreasonably withheld.

10. Termination

- 10.1 The Lead may terminate this agreement with immediate effect by written notice to the Party in breach (the "**Breaching Party**" for the purposes of this Clause) on or at any time after:
 - 10.1.1 the Breaching Party is in material or persistent breach of any of its obligations under this agreement which (if the breach is capable of remedy) the Breaching Party has failed to remedy within twenty (20) Business Days after receipt of notice in writing from the first Party requiring the Breaching Party to remedy such breach;
 - 10.1.2 the Breaching Party suffers an Insolvency Event;

- 10.1.3 Force Majeure prevails for the period in excess of three (3) calendar months in respect of any of the Breaching Party's obligations;
 - 10.1.4 grossly neglects the purposes and general objectives of this agreement;
 - 10.1.5 acts in such a way as to bring the name or the reputation of any of the Parties or the Project into disrepute; or
 - 10.1.6 acts in any respect contrary to the provisions of this agreement or to the requirement of good faith between the Parties. .
- 10.2 Any of the Parties except the Lead may terminate this agreement on giving 3 (three) calendar months notice in writing to the Lead. The Lead may elect immediately to terminate the agreement in respect of that Party on the same terms.
- 10.3 Notwithstanding any other provision of this agreement, the Lead shall have the right in circumstances where it is the accountable body in relation to Funding to terminate this agreement in respect of a Party where that Party is in material breach of this agreement and the terms and conditions of the Funding from the Funder; and the Lead would as a result of such breach, suffer or be likely to suffer material Losses or material damage to its reputation.
- 10.4 On termination of this agreement for any reason:
- 10.4.1 termination shall not affect the rights of any Party accruing or accrued prior to the termination of this agreement; and
 - 10.4.2 this agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination; and
 - 10.4.3 the parties shall promptly repay to the Lead any unused portion of the funding allocation
- 10.5 On termination of this agreement for whatever reason the Parties shall use all reasonable endeavours to work together to enable an orderly transition and to satisfy the terms and conditions of any Funding.
- 10.6 The Parties shall in the case of a minor or non material breach utilise the dispute resolution procedure prior to termination. Termination in respect of one Party (not being the Lead) shall not terminate the agreement in respect of the other Parties.
- 11. Force Majeure**
- 11.1 If a Party is delayed or hindered in or prevented from performing any of its obligations under this agreement by a Force Majeure Event:

- 11.1.1 the obligations of that Party under this agreement shall be suspended for so long as the Force Majeure Event continues but only to the extent that it is so delayed, hindered or prevented;
 - 11.1.2 as soon as reasonably practicable and in any event within five (5) Business Days after commencement of the Force Majeure Event, that Party shall notify the other Parties in writing of the occurrence of the Force Majeure Event and its effect on the ability of that Party to perform those obligations;
 - 11.1.3 that Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations;
 - 11.1.4 as soon as reasonably practicable and in any event within two (2) Business Days after the cessation of the Force Majeure Event, that Party shall notify other Parties in writing of such cessation and shall resume performance of the suspended obligations under this agreement.
- 11.2 None of the Parties shall be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay or failure in performance of any of its obligations under this agreement, to the extent that the delay or failure is caused by a Force Majeure Event relating to it.
- 11.3 If a Force Majeure Event affecting all or substantially all of the obligations of a Party continues for 3 months or more the Lead may terminate this agreement by written notice to that effect to the other.

12. Confidentiality

- 12.1 Save as may be required by the funder or agreed between the Parties in writing subject to Clauses 12.1, 12.2 and 12.3, each Party (the "**Receiving Party**") shall use its reasonable endeavours to keep confidential and shall not disclose any information, know how or documentation disclosed by the other Parties (the "**Disclosing Party**"), to the Receiving Party or of which the Receiving Party becomes aware before or after the date of this agreement, which in each case relates to any current or future activities, finances, supporters, donors, employees' terms and conditions, funding agencies, grants or contracts for services or which is identified by the Disclosing Party as confidential (the "**Confidential Information**"). The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than the performance of its obligations under this agreement and in particular shall not use any Confidential Information for the purposes of any bid or tender for work in direct competition with or to the detriment of the Disclosing Party. The Receiving Party shall not disclose Confidential Information to any third Party without the prior written consent of the Disclosing Party. This Clause shall survive termination of this agreement for whatever cause.
- 12.2 During the term of this agreement, the Receiving Party may disclose the Confidential Information to its trustees, advisors, employees or consultants (any such person being referred to in this Clause as the "**Recipient**") to the

extent that it is reasonably necessary for the purposes of this agreement. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this agreement as if the Recipient was a Party to this agreement.

12.3 The obligations contained in Clauses 12.1 and 12.2 shall not apply to any Confidential Information which is:

12.3.1 at the date of this agreement already in, or at any time after the date of this agreement comes into, the public domain other than through breach of this agreement by the Receiving Party or any Recipient;

12.3.2 furnished to the Receiving Party or any Recipient without restriction by a third Party having a bona fide right to do so; or

12.3.3 required to be disclosed by the Receiving Party by law or by any legitimate regulatory authority to which the Receiving Party is subject, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable but no more than thirty (30) business days notice of the requirement for such disclosure.

12.4 All tangible forms of Confidential Information, including all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party's request or the termination of this agreement (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

13. Contracts (Rights of Third Parties) Act

13.1 The Parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.2 This agreement may be varied from time to time or terminated or rescinded by agreement between the Parties without the consent of any other person.

14. No Partnership

14.1 Nothing in this agreement, and no action taken by the Parties pursuant to this agreement, shall constitute, or be deemed to constitute, the Parties as a partnership within the meaning of the Partnership Act 1890 or the Limited Liability Partnership Acts nor shall it constitute a joint venture or denote the relationship of agent/principal between the Parties and no Party shall be entitled to bind or hold itself out as being capable of binding any other Party

15. Waiver and Variation

15.1 No omission to exercise or delay in exercising on the part of any Party any right, power or remedy provided by law or under this agreement shall constitute a waiver of such right, power or remedy or of any other right, power

or remedy or impair such right, power or remedy. No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under this agreement.

- 15.2 Any waiver of any right, power or remedy under this agreement must be in writing, must be expressly stated to be a waiver and must be communicated in accordance with Clause 17 (Notices). Unless otherwise expressly stated any waiver shall be effective only in the instance and only for the purpose for which it is given and shall not be construed as a waiver of the rights of any Party with respect to any succeeding breach of the same or other provisions.
- 15.3 No variation to this agreement shall be of any effect unless it is agreed in writing and signed by or on behalf of each Party.

16. Remedies Cumulative and Entire Agreement

- 16.1 The rights, powers and remedies provided in this agreement or expressly referred to herein are cumulative with any rights, powers or remedies relating to its subject matter provided by law.
- 16.2 This agreement, the Schedules and the documents which are incorporated into and form part of this agreement contain all the terms which the Parties and have agreed in relation to the subject matter of this agreement and those documents and supersedes any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter.
- 16.3 The Parties acknowledge that this agreement has not been entered into wholly or partly in reliance on, nor has any Party been given any warranty, statement, promise or representation made by or on their behalf other than as expressly set out in this agreement. To the extent that any such warranties, statements, promises or representations have been given the recipient Party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to them.
- 16.4 Nothing in this Clause will exclude any liability which one Party would otherwise have to the other Parties in respect of any statements made fraudulently.

17. Notices

- 17.1 Any notice (including but not limited to any claim, judgment, or other notice of process) to be given pursuant to the terms of this agreement shall be in writing and shall either be delivered by hand or sent by first class pre-paid post. For the avoidance of doubt:

17.1.1 an e-mail shall not be deemed 'written notice' for the purposes of this agreement; and

17.1.2 delivery by courier shall be regarded as delivery by hand.

- 17.2 Such notice shall be sent to the address of the relevant Party set out in Schedule 1 or to such other address as may previously have been

communicated to the other Party in accordance with this **Clause 17**. Each notice shall be marked for the attention of the relevant person.

17.3 A notice shall be deemed to have been served:

17.3.1 if delivered by hand at the address referred to in **Clause 17.1**, at the time of delivery; and

17.3.2 (unless returned as being undelivered) if sent by first class pre-paid post to the address referred to in **Clause 17.1**, on the third Business Day following the time of posting;

17.4 save that if a notice would otherwise be deemed to have been delivered outside of normal business hours (being 9.30 am to 5.30 pm on a Business Day) under the preceding provisions of this **Clause 17.2**, it shall be deemed to have been delivered at the opening of business on the next Business Day.

18. Dispute Resolution

18.1 Any dispute or difference between the Parties arising out of or in connection with this agreement from time to time (a "Dispute") shall be treated in accordance with the provisions of this Clause.

18.2 Where any matters in this Agreement give rise to dispute between any of the Parties, both parties shall endeavour to resolve them firstly by discussion between their Senior Representatives as listed in Schedule 1.

18.3 The Parties may change its Senior Representative by giving written notice to the other.

18.4 If the matter is not resolved within 10 business days of the notification to the Lead of the dispute, then the matter will be escalated to the Chair of Trustees or Directors of each party.

18.5 All negotiations between Senior Representatives and/or Chairs/Directors shall be conducted in strict confidence and on a "without prejudice" basis.

18.6 In the event that the matter is still in dispute after 56 calendar days, both parties agree to request the President for the time being of the Chartered Institute of Arbitrators to appoint an independent third party to determine the dispute, acting as Expert not as Arbitrator. Any costs incurred in the use of this service will be shared equally between the Parties.

19. Equality and diversity

19.1 In performing obligations under this Agreement, the Parties will not harass or discriminate against any employee of any party to this Agreement or any applicant for employment with any Party to this Agreement due to their gender, race, disability, age, religion or belief, sexual orientation, gender reassignment, part time status or other characteristic protected under the Equality Act 2010. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment advertising,

termination of employment, rates of pay or other forms of compensation and selection for training.

19.2 In performing obligations under this Agreement the Parties undertake that they will not, and will procure that their employees, agents and sub-contractors (if applicable) will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

20. Assignment

No Party shall assign its rights or transfer its obligations under this agreement without the prior written consent of the other Parties (and if required the Funder), which consent may be withheld at the sole discretion of any of the Parties.

21. Subcontracting

The Parties shall not procure the Deliverables from a third Party except with the prior written approval of the Lead and the Funder. If any Party utilises the services of a subcontractor to deliver the Deliverables it shall be liable for any Deliverables provided by its subcontractors or agents as if those Deliverables were performed by the Party or the Lead itself.

22. Severance and Invalidity

Each of the provisions of this agreement is severable. If any such provision or any part of such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of this agreement or the remaining parts of that provision shall not in any way be affected or impaired thereby. The Parties shall seek in good faith to agree amendments to this agreement to reflect the original commercial intent of the Parties as closely as legally possible.

23. Governing Law and Jurisdiction

23.1 Subject to Clause 18 (Dispute Resolution), any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

23.2 The law governing this agreement shall be the law of England and Wales.

In witness whereof this agreement has been executed by the Parties on the date shown on page 1

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duly authorised for and on behalf of)

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duly authorised for and on behalf of)
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Schedule 1

The Programme

Background

The Advice Services Transition Fund launched by the Big Lottery Fund will enable local not-for-profit providers of advice services in England to continue to give vital help to people and communities.

The Big Lottery Fund wants to help the not-for-profit sector transform and adapt to a new funding environment by renewing its service models to reduce duplication, measure the difference services can make to people's lives, and bring providers together to be more efficient and effective. In order to thrive and secure its future sustainability, the independent advice sector will also need to be more enterprising and business-minded.

Up to £65 million will be available to help partnerships of advice organisations to identify new ways of delivering and funding their services in the future. Funding is provided by BIG and the Cabinet Office.

Grants of between £50,000 and £350,000 will be available to partnerships of local not-for-profit advice providers who can come together in an area and demonstrate that they have compelling plans to improve services and make them more viable.

Schedule 3

Terms of Reference of the Project Team

1. The Project Team shall be made up of the senior representative of each of the Parties who shall each be entitled to appoint an Alternate.
2. The Project Team shall be the principal means by which all the Parties shall monitor, review and discuss the Project and issues arising from it and seek to find mutually agreed solutions. Such issues will include the allocation of CPD training, the allocation of quality procedures development funding and the determination of a conflict of interest policy. In the event that an agreed solution cannot be found this will be determined by the Lead in its absolute discretion.
3. The Project Team shall comply with the requirements imposed on it in this agreement and any funding. If there is any discrepancy or ambiguity between the Terms of Reference and the other terms of this agreement or any funding agreement, the other terms of this agreement or the funding agreement shall prevail.
4. The Project Team shall hold at least four meetings in each year of this agreement but otherwise may meet together for the dispatch of business, adjourn or otherwise regulate their proceedings as they think fit, subject to the provisions of this agreement and these Terms of Reference.
5. No meeting of the Project Team shall take place unless a quorum is present. A quorum shall be the representative from the Lead and at least two of the Parties.
6. Any two of the Parties may at any time, summon a meeting of the Project Team. At least five days' notice of every meeting shall be sent to every Senior Representative or Alternate.
7. The Project Team shall cause proper minutes to be made of the proceedings of all its meetings. Copies of all such minutes shall be provided promptly to the Parties.
8. The Project Team may agree to widen its terms of reference to develop the activities of the partnership beyond the delivery of this Big Lottery programme and this collaboration agreement.

Schedule 4

Roles and responsibilities

The parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	[X]	[Y]
[DETAILS]	[Lead Role OR Assure]	[Lead Role OR Assure]
Preparation and dispatch of formal reports to lottery		
Collation of data for outcomes report		
Development of training materials		
Recruitment of key personnel		

For the purpose of the table above:

Lead Role: the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;

Assure: the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead, in a timely manner, before they take a final decision on any activity.

Within 3 months of the date of this Agreement the party with the lead role for any aspect of the Project shall develop a delivery plan for that part of the Project.

Schedule 5

Funding Allocations

Funding Allocations

Party	Total Funding	Funding per year	Comments
[]	[]	[]	[]

Schedule 6

Deliverables

Outcomes, milestones and timescales

Outcome 1: Advice organisations collaborate effectively with each other, and other agencies, to improve service outcomes for customers; and

Outcome 2: Local advice services are resilient and well-equipped to meet future needs, with more modern and enterprising business models and more diverse sources of funding.

Project Plan Year 1: []

Project Plan Year 2: []

Project Plan Year 3: []

Appendix 1

Accepted Proposal

Attached.

Appendix 2

Big Lottery Fund - Grant Terms & Conditions

Attached.

This full document
constitutes your
contract. Please do not
remove the staple.

BIG
LOTTERY
FUND

Mr David Cheal
Dartford Citizens Advice Bureau
Trinity Resource Centre
High Street
Dartford
Kent
DA1 1DE

13 May 2013

Unique Reference Number: AST/1/010456696
Project name: **ADVICE SERVICE DARTFORD ASD**

Dear Mr Cheal

**Advice Services Transition Fund
Grant offer**

I am pleased to tell you that our Decision Panel on behalf of the Big Lottery Fund Board, has agreed to offer a grant of £336,014 to your organisation.

This letter contains important information on the following:

- The grant offer.
- Project outcomes, activities and indicators.
- Accepting our terms and conditions.
- Starting your grant
- Your partnership agreement
- Publicising your grant and the embargo date of 14 May 2013.
- Use of the National Lottery common brand logo.

1. The grant offer

The grant will be made up of the following amounts for each year:

	Capital	Revenue	Total
Year 1	£ 0	£ 171,904	£ 171,904
Year 2	£ 0	£ 164,110	£ 164,110

You applied for £339,623 and our offer is for £336,014. A variation has been made to move office equipment between the capital and revenue budget heading, and slightly reduce requested salary costs

Big Lottery Fund
2 St James' Gate
Newcastle upon Tyne
NE1 4BE
T 0191 376 1600
F 0191 376 1661
A 0191 376 1776
www.biglotteryfund.org.uk

UK Chair
Peter Ainsworth

England Chair
Nat Sloane

UK Chief Executive
Peter Wanless CB

We are committed to bringing real
improvements to communities and
to the lives of people most in need



INVESTOR IN PEOPLE

after resolving a discrepancy. The grant is for the delivery of the project as described below.

ADVICE SERVICE DARTFORD ASD

The aim of the new project will see Dartford CAB (DCAB) lead a partnership with nine other organisations to promote collaborative working to improve the current advice service in the areas of debt, welfare benefits, housing and employment that is available to the residents of Dartford.

Research and consultation has identified gaps in the provision of advice for hard to reach groups including the disabled and housebound resident, the elderly, people with mental health problems, NEET's and couch surfers. It aims to improve the service to these groups through training partner front line workers to enable them to deliver advice, increase the number of outreach advice sessions and establish information kiosks, promote referrals between agencies.

It aims to take advice to the client via partner front line workers who are already embedded and trusted within the community. They will be trained to deliver advice and make appropriate referral where advice needs are more complex. Outreach session will be established in partner locations ensuring the clients receive advice in local and known environment.

Duplication and expense will be reduced for partners due to identifying common training needs, shared resources, knowledge and expertise and service provision.

The two year grant will fully fund the project including the salary of a new part-time project manager (24 hours); a new part-time advice trainer (20 hours); three new part-time advice workers (21 hours). Other significant costs include training, travel and other expenses, office and IT equipment and accommodation and utilities. The total revenue cost is £336,014.

Capital: None.

Other funding: None

The total project cost is £336,014 all of which will come from BIG.

2. Project outcomes, activities and indicators

We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the indicators of change you gave us in your application. The outcomes, activities and indicators for the project are set out at the end of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on how much change your project is making. For more details, see the Guide to your grant.

We also expect you to send us a partnership agreement for us to review by **3 July 2013**. There is detailed guidance about partnership agreements below and in the attached Partnership Guidance. Once we have approved your partnership agreement, you must start your project within three months.

3. Accepting our terms and conditions

We can only pay you the grant if you accept our terms and conditions, which are attached to this letter. Please read them carefully.

This offer of grant is made on the additional condition that:

- You will enter into a signed partnership agreement, in a form satisfactory to us with any project delivery partner which you have named in the application form.

If you accept our offer and agree to meet our terms and conditions, please return a signed copy of this letter with the terms and conditions by **3 June 2013**. **If you do not, this offer will automatically lapse.**

Key requirements that you will need to meet before we can make payments for building work include the provision of:

- evidence that you have all necessary statutory consents
- evidence that you have undertaken a competitive tender process (Tender Confirmation).

Please ensure that you return the signed offer letter AND the terms and conditions together and in their original format. They are part of the grant agreement between us, so we must receive them together. Keep the other copy of the offer letter and terms and conditions for your records.

If you have any questions about this offer or our terms and conditions, please contact us as soon as possible.

By accepting our terms and conditions you agree to meet our monitoring requirements, which may vary depending on the grant. These are described in the Guide to your grant.

If you do not meet our requirements, including the monitoring requirements, we may withhold payments of this grant or any other grants that your organisation holds with us. We would also be unlikely to fund any other applications from your organisation until the situation is resolved. In some circumstances, we might take legal action to recover all or part of the grant. This also means that, if your organisation does not meet our requirements for any other grant agreements with the Big Lottery Fund, payment of this grant might be affected.

We will not accept any responsibility for any consequences, whether direct or indirect, that come about from the suspension of any grant, even if any investigation we carry out finds no cause for concern.

4. Starting the grant

Alexander Todd will be your contact for this grant. They will be in touch with you soon to arrange a time to discuss the grant in more detail. They will tell you more about how we will pay and monitor your grant and answer any questions you may have.

You can contact Alexander Todd by email at Alexander.Todd@biglotteryfund.org.uk quoting your Unique Reference Number (URN) or by phone at **0191 376 1795**

To start your grant you need to send a number of documents with the signed grant offer. These will be emailed to you. Please refer to the Guide to your grant for information on what to send.

The Guide to your grant also explains what you need to do after you have accepted our offer. Make sure you read this document and send us all the information we ask for.

5. Partnership Agreement

Please note that this funding programme requires the submission of a partnership agreement.

You must send us your partnership agreement by **3 July 2013**. You must start your project within three months of the date that we approve your partnership agreement. You should contact us if you think there may be a problem with this.

One of our standard terms and conditions of grant is that the organisation we enter into a grant agreement with cannot subcontract any of the project to other organisations without our prior agreement in writing. Before the project can start we must approve a partnership agreement between the lead organisation and the other partners involved in the project. The partnership agreement can be a draft, so that we can review it and let you know if you need to make any changes. However your partnership will need to formally adopt the agreement before your project starts. If you already have a partnership agreement in place you must still send it to us, so that we can check that it meets our requirements. We may require you to make some changes. There is more information about partnership agreements in the Partnership Guidance document attached to this letter.

6. Publicising the grant

We will announce this grant offer and all the others we are making at the same time with a press announcement on 14 May 2013 and we will publish details of it on our website. You may of course arrange your own publicity, but please make sure that the news of the grant is not made public until this date. Our press office can be contacted on 0207 211 1888 for any further guidance.

7. Use of the National Lottery common brand logo

By accepting this grant and the terms and conditions attached to it, you must use the Beneficiary logo to acknowledge and celebrate your award of National Lottery funding from us. Guidance on this is set out in Annex A to this letter and in the 'Grant Acknowledgement Requirements' booklet which can be downloaded from the Big Lottery Fund website at:

www.biglotteryfund.org.uk/funding/funding-guidance/managing-your-funding/grant-acknowledgement-and-logos

It is a condition of our grant to acknowledge funding and comply with the requirements in the 'Grant Acknowledgement Requirements' booklet. If you fail to comply with the guidelines set out in Annex A and the 'Grant Acknowledgement Requirements' booklet you will be in breach of the terms and conditions of our grant.

When you sign this offer letter, you are acknowledging that you have read the 'Grant Acknowledgement Requirements' booklet, and agree that we may give your details to the National Lottery Commission.

We wish you every success with your project and look forward to hearing from you shortly.

Yours sincerely



Matt Roche
Head of Funding
Telephone number: 0191 376 1641
Email: Matthew.Roche@biglotteryfund.org.uk

Enclosed:

- standard terms and conditions (attached to this letter)
- copy of this offer letter and any additional terms and conditions for your records
- partnership guidance

Annex A

Using the National Lottery common brand logo

The National Lottery common brand logo has been produced to raise the profile of the National Lottery. It is a condition of our grant that you acknowledge funding from us and the National Lottery.

We have developed a special beneficiary logo using the National Lottery crossed-fingers symbol to help people recognise where Lottery funding has gone and to show which projects have been successful in winning Lottery funding. The beneficiary logo is described in the document ('Grant Acknowledgement Requirements' booklet).

The National Lottery Commission (NLC) is the owner of a number of trade marks for its 'Crossed Fingers' logo and the words 'The National Lottery', which form part of the artwork we are sending to you. The Big Lottery Fund owns the logo made up of the circle and its name. Together these two elements form your beneficiary logo.

This letter is formal in tone because it relates to intellectual property rights which means there needs to be a clear understanding between us about how you can use the Beneficiary Logo.

You may use the beneficiary logo to acknowledge and celebrate your award of National Lottery funding from the Big Lottery Fund. To do this you must comply with the guidelines which are included in the 'Grant Acknowledgement Requirements' booklet, or any future version of those guidelines which we send to you. This permission is personal to you and you may not transfer any of your rights to another person.

We will share your details with the NLC to enable it to monitor your compliance with their guidelines and to take appropriate action if you are in breach of its terms.

We will have the right to end your permission straightaway to use the beneficiary logo, at any time and for any reason. This may be in the following circumstances:

- if the NLC ends our permission to use it
- if you do not comply with the guidelines
- if your grant from National Lottery funds is withdrawn, suspended or terminated

When this permission ends, you must stop using the beneficiary logo immediately.

Reference: AST/1/010456696

Dartford Citizens Advice Bureau

I am / we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Name

CHRISTINE ANGELL

Position

CHAIR

Signature



Date

16/05/2013

Name

DAVID CHEAL

Position

COMPANY SECRETARY

Signature



Date

16/05/2013

Who can sign? Please make sure you follow these rules:

- If your organisation is incorporated under the Companies Act, two directors or a director and the company secretary must sign.
- For local authorities and statutory health bodies, the chief executive or an equivalent accountable officer must sign.
- For schools, the head teacher or an accountable officer from the relevant local authority must sign.
- For other organisations, the chair, vice chair, secretary or treasurer must sign.

Outcomes, indicators and timescales

Outcome: 1. More advice will be delivered by more trained volunteers in a variety of locations

Indicator: a Dartford Citizens Advice Bureau (DCAB) recruits and trains volunteer assessors and advisers. Up-skilling of current volunteers. 10 new volunteers per year trained. 10 DCAB volunteers up skilled

Timescale: 01.08.2013 - 30.05.2015

Indicator: b Partner advice agencies recruit and train volunteers. 10 new volunteers per year (5 AgeUKNWK and 5 another mix)

Timescale: 01.08.2013 - 30.05.2015

Indicator: c Dartford Citizens Advice Bureau trains partner front line workers and volunteers in financial capability. 60 beneficiaries per year

Timescale: By the end of the project

Outcome: 2. Previously identified housebound people and those living in deprived areas will have increase to advice service. Advice services will have better understanding of peoples needs/challenges, to shape service.

Indicator: a Outreach advice provision in areas not currently served. 2 outreach advice centres (Living Well and Stone)

Timescale: October 2013

Indicator: b Outreach advice in rural and hard to reach areas. 2 Advice Kiosks set up in 2 areas

Timescale: March 2014

Indicator: c Monitoring and Evaluation of service Report regarding take - up and ways to improve access to partner organisations. Sharing information with Advice Service Dartford partnership, shaping service flexible to meet peoples needs

Timescale: By the end of the project

Outcome: 3. Monitoring effectiveness of training, referral and advice delivery to ensure long term sustainable benefits to the public via a local accessible advice service. Improve networking and develop systems with partners.

Indicator: a Steering group established of partner organisations established to follow up advice and training undertaken impact and earning points. systems developed to ensure adaptations to training reflecting needs identified by partners

Timescale: 01.12.2013

Indicator: b Monitoring and Evaluation of training. Quarterly reports to all partners

Timescale: 31.03.2014

Indicator: c Monitoring and evaluation of advice sessions. Quarterly reports to all partners

Timescale: By the end of the project

Outcome: 4. The wider community will have have improved access to quality advice covering debt, employment, welfare benefits and housing. Services will be organized around clients needs, ensuring the earliest intervention and resolution of problem.

Indicator: a. As a result of the project a greater understanding of partner agencies service needs through collaborative working after project closure date. The end user of the partnership agencies having a broader access to advice and information that will enable them to receive appropriate help support and advice in a timely manner

Timescale: end of project

Indicator: b. This project will enable more flexible working between partner agencies maximizing use of resources, expertise and skills. The continuation of Advice Service Dartford.

Timescale: end of project

Activities

Activity: a. we will deliver casework in debt, benefit, employment and housing advice via face-to-face casework, the cost of which will not exceed 25% of the total project

Timescale: All years

Activity: b. we will deliver casework in debt, benefit, employment and housing advice in outreach environments

Timescale: all years

Activity: c. we will work with advice partners to recruit, train support volunteers as gateway assessors

Timescale: all years

Activity: d. we will obtain eight (8) laptops and printers for use and training in various outreach locations

Timescale: October 203

Activity: e. we will work with advice partners to undertake group work regarding financial capability training for workers and volunteers

Timescale: all years

Activity: f. we will set up monitoring and evaluation meeting with partners in order to produce quarterly reports on the project

Timescale: all years

Activity: g. we will review take up of training and advice sessions in order to ensure maximum engagement in order to ensure maximum take up

Timescale: all years

Activity: h. we will set up two advice kiosks in rural/hard to reach locations where the need has been identified by our partners

Timescale: 2014

Activity: i. we will collaborate with other CAB and Advice Services partnerships in order to generate income for the future to ensure we are able to pursue future funding opportunities

Timescale: all years

Activity: j. we will deliver financial capability training via the Advice Service partners to end users and front line staff

Timescale: all years

Standard terms and conditions for Advice Services Transition Fund

Definitions

"We" and "our" refer to the organisation receiving the grant bound by these terms and conditions. "You" and "your" means the Big Lottery Fund and includes your employees and those acting for you.

The "project activities" means the activities to be funded by the Advice Services Transition Fund as identified in our application form and any supporting documents and/or as varied by the Grant Agreement.

The "Grant Agreement", which we have accepted and signed, includes and incorporates these standard terms and conditions and the conditional grant offer letter together with any other conditions we have agreed.


1. In general

- 1.1 We understand that the Grant Agreement will only start after you are satisfied with all our supporting documentation and that it will come into force on the date that we receive the first grant payment from you.
- 1.2 We will use the grant exclusively for the project activities. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.
- 1.3 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation.
- 1.4 We will make sure that all current and future members of our governing body receive a copy of these terms and conditions while the Grant Agreement remains in force (in accordance with clause 10.)
- 1.5 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the

grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

2. The project activities

- 2.1 We will get your written agreement before making any change to the project activities.
- 2.2 We understand that the grant is to cover project activities for a period of up to two years from the date of our approval of your partnership agreement. We agree to complete these project activities within this period
- 2.3 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.
- 2.4 We will tell you immediately of any offer of funding for the project activities from anyone else at any time during the period of the project activities.
- 2.5 If we spend less than the whole grant on the project activities, we will return the unspent amount to you promptly. If the grant part-funds the project activities, we will return the appropriate share to you promptly.
- 2.6 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents that refer to the project activities, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project activities.
- 2.7 We hereby consent to any publicity about the grant and the project activities as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order



to assist with any form of publicity and marketing, including any press or media related activities.

- 2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true, accurate and up to date at the time it is given and remains true, accurate and up to date whilst the Grant Agreement remains in force.
- 2.10 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.
- 2.11 We agree to comply with all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice whilst the Grant Agreement remains in force. We will obtain all approvals and licences required by law or by you.
- 2.12 If our project involves work with children, young people or vulnerable adults ("vulnerable people"), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with vulnerable people. We will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Criminal Records Bureau. We will regularly review our policy and procedures to ensure they adhere to any applicable legislation and/or regulations.

2.13 If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.

2.14 We will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

2.15 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

3. Our organisation

3.1 We will get your written agreement before:

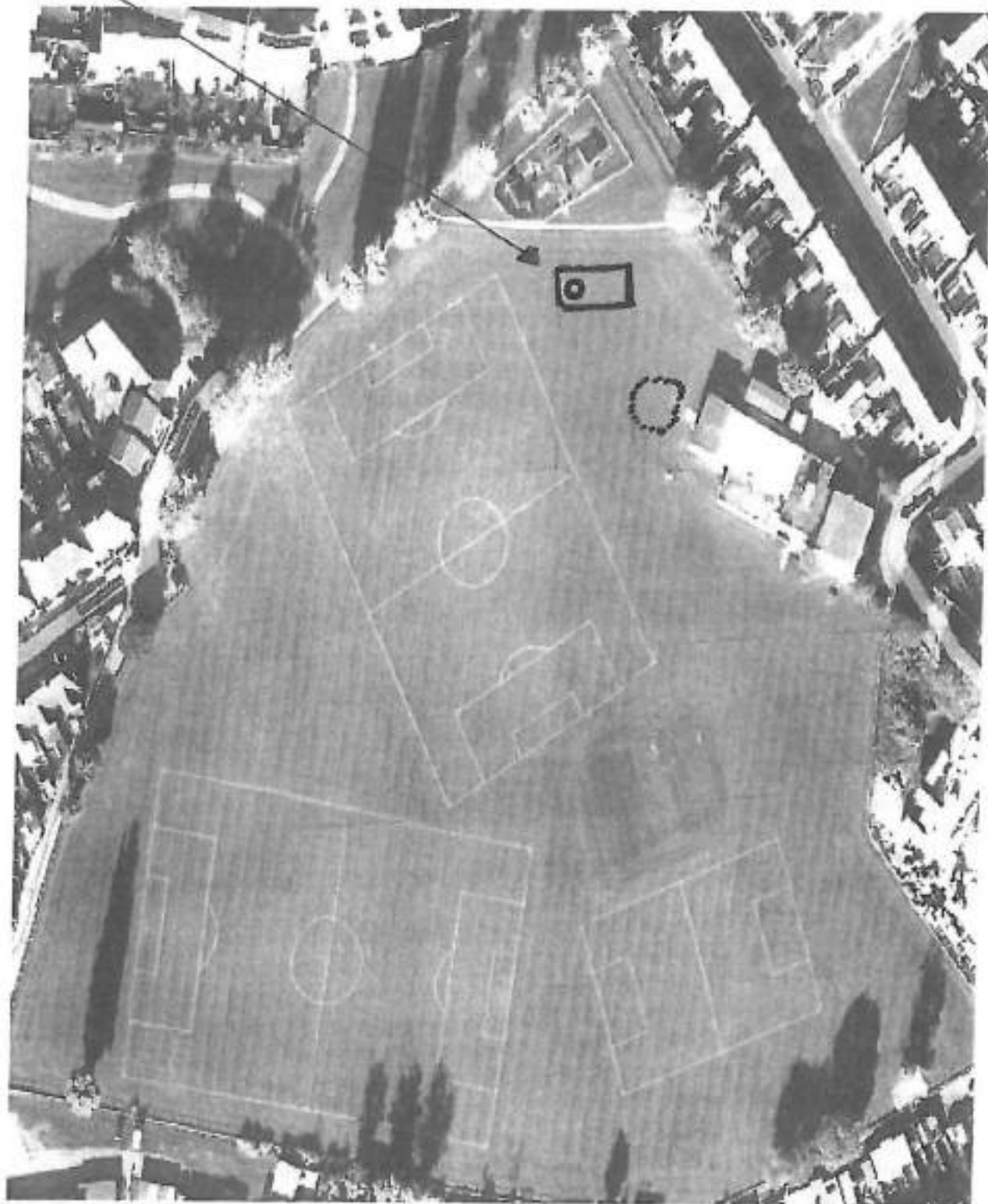
- Changing our governing document concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you immediately if any legal claims are made or threatened against us and/or which would adversely affect the project activities during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing immediately of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, HM Revenue & Customs or any other regulatory body.

BROOMFIELD RECREATION GROUND

Basketball



100. REQUEST TO USE TOWN COUNCILS PARKS.

Members noted the requests that had been submitted to the Council and:

- endorsed the Town Clerk's actions in dealing with these requests
- agreed that the Town Clerk, in consultation with the Chairman of the Recreation, Leisure & Amenities Committee, should be delegated to consider and decide future requests.

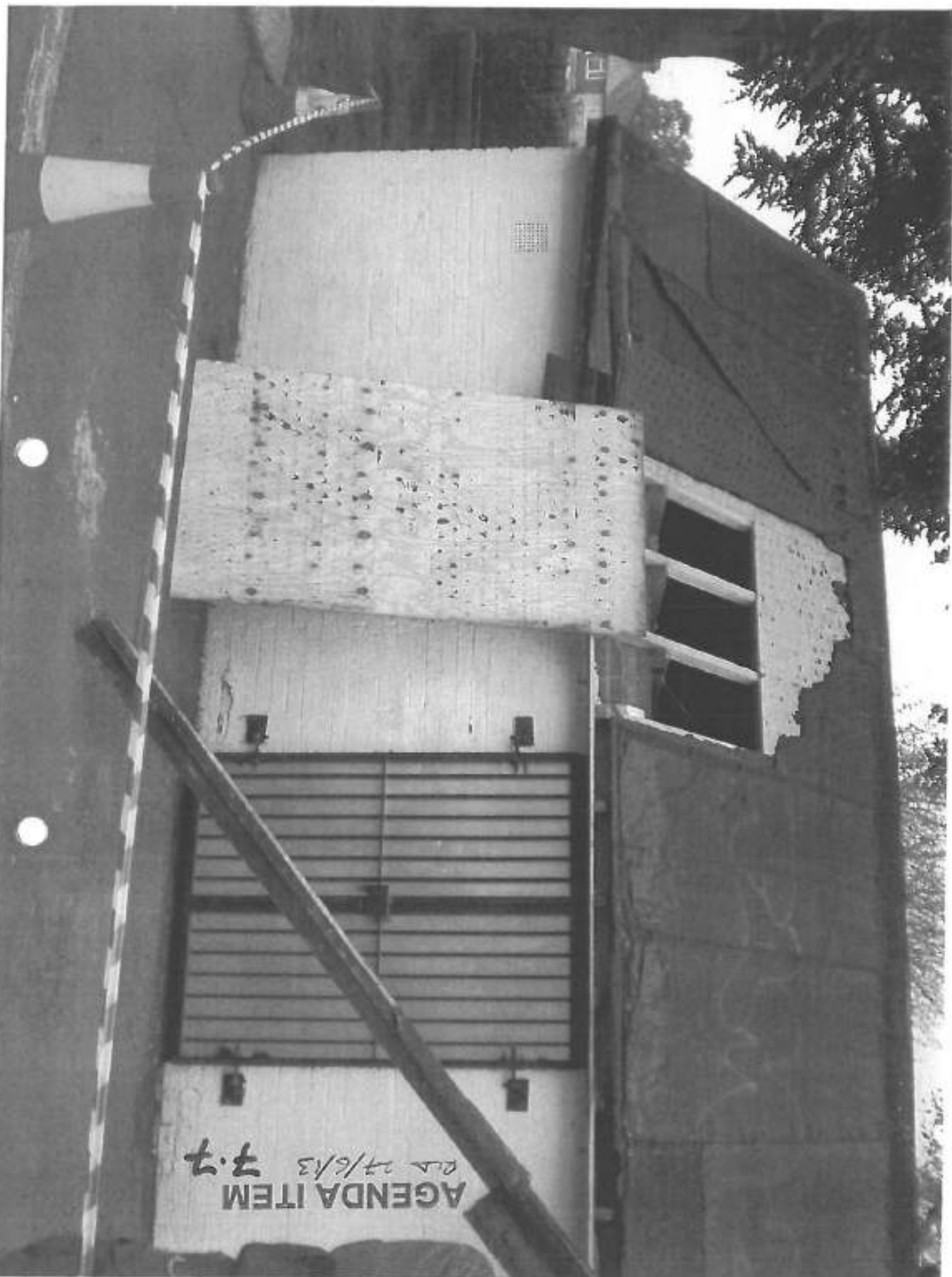
Recommended:

That the Town Clerk's actions in dealing with these requests be endorsed and that the Town Clerk, in consultation with the Chairman of the Recreation, Leisure & Amenities Committee, be delegated to consider and decide future requests.

EXTRACT OF HALL HIRE CONDITIONS.

- 7k Bouncy Castles will only be permitted to be used inside the halls under the following conditions:-
- The operator/hirer submits an up to date copy of a relevant Public Liability Insurance (PLI) Certificate prior to the booking taking place;
 - The device must be under constant supervision and control by the operator's / owner's representative or, if left to the hall hirer, by someone who has received full and sufficient training in the working of the device;
 - Access to the device must be strictly controlled and spectators must be kept at a safe distance from the device; restrictions must be enforced on numbers and age mixes using the device.
 - Non-inflatable gym mats or equivalent soft landing material of minimum 3cms to a maximum 12 cm thickness should be provided to cover any hard surfaces adjacent to all open sides and entrance / exits, extending for a distance of at least 1.2m.

Crime Ref: XY/14985/13



Break in 16/5/13

Crime Ref: XY / 14985 / 13



Break in 16/5/13

AGENDA ITEM 7.8
RiA 27/6/13

7.8. LAND SECURITIES SURVEY – KEARY ROAD ALLOTMENTS.

As members are aware Land Securities recently undertook drainage and utility surveys in the area regarding the Eastern Quarry Development.

They have indicated that the survey has shown a high voltage cable and a cast iron dewatering main pipe runs through the boundary of the Keary Road allotment site. Land Securities have informed that the high voltage cable is buried about 90cm underground and the other pipe nearly 1.5 meters deep with it being likely that these pipes have been in situ since the early 1970's. Land Securities are of the opinion that the allotment holders will not dig down as far as the cable when planting crops and that this matter is not of an immediate concern. They have also said that, as the Eastern Quarry development progresses both the cable and the pipe will be diverted gradually over a period of 5 – 10 years.

Recommended:

To delegate to the Chairman of Recreation, Leisure & Amenities Committee and the Allotments and Cemeteries Sub-Committee to meet with Land Securities to establish full details of this matter.

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