



Children's Centre Service Agreement

Part Two: Conditions of Contract and General Schedules

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Conditions of Service Agreement

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APRIL 2016

Children's Centres Conditions of Service Agreement

Background:

- Noting the Policy and Legal Framework in relation to children and young people, a summary of which appears at Schedule 1, the Council and the Provider have entered into an agreement to fund and provide for Children's Centre services.
- The Council wishes to obtain Children's Centre services as set out in Part One of this Agreement ("the Services")
- The Provider agrees to provide the Services and to ensure that all fees, monies and revenues received by it under the terms of this Agreement shall be wholly and exclusively spent on the delivery of the Services.

1.0 Period of the Agreement

- 1.1 The period of this Agreement shall be as described in Schedule 4 of Part One, subject to clause 9 below

2.0 Obligations as to Nominated Representatives

- 2.1 The Provider and Council will each nominate a person to be their respective representative and point of contact between them. Representatives will be authorised to act on their respective behalves for all purposes connected with this agreement.
- 2.2 Both the Provider and Council will inform each other of any change in the identity of the representative within 5 working days of such change. They will also notify each other of appropriate contact details, including postal address, and any changes to these.
- 2.3 Both the Provider and Council shall be entitled to assume that the other's representative has full authority to represent it in all matters relating to this agreement and to give instructions and information to the other party on any matter relating to the provision of the Service.

3.0 Provider's Obligations

- 3.1 The Provider shall provide the Services to the Council in accordance with the terms of the Service Specification at Part One of this Agreement. In the discharge of its duties under this agreement the Provider shall exercise reasonable skill, care and diligence, and provide the Services in an efficient and professional manner and in accordance with any applicable statutory requirements and policies of Bristol City Council.
- 3.2 The Provider shall comply with all terms and conditions contained in this Agreement and with:
- 3.2.1 All applicable laws and statutory guidance.
 - 3.2.2 The Children and Young People Partnership Quality Standards at Schedule 1.

3.2.3 The Safeguarding Children policy and protocol, which appears at Schedule 2 and as is from time to time updated by the Council.

- 3.3 The Provider shall make best endeavours to ensure that those with parental responsibility for children using the relevant Children's Centre services complete the Children's Centre Registration Form and full Membership Form.
- 3.4 The Provider shall cooperate with the Council in relation to all aspects of its duties under this Agreement.
- 3.5 Where the Provider relies upon other external individuals or bodies to deliver any of the Services then the Provider shall procure that the terms and conditions contained in this Agreement apply to that individual or body.

1 Big Database

- 3.6 The Provider will ensure that relevant and appropriate information about the Service is registered on 1 Big Database, www.1bigdatabase.org.uk. This is the single on-line directory of services for children and young people in Bristol. The Provider shall ensure that such information shall be maintained as current and up to date.

Insurance

- 3.7 Without limiting its liability under this Agreement, the Provider shall effect and maintain with a reputable insurance company the following minimum insurance arrangements:

Employer's Liability	£10,000,000 or such greater amount as required by law (if applicable);
Public Liability	£5,000,000 in the aggregate in any one year.

- 3.8 In the event that the Council seeks to see evidence that the above insurance has been effected and is in force, the Provider shall provide such evidence as soon as is reasonably practicable.

Conflict of Interest

- 3.9 The Provider shall notify the Council Representative immediately upon becoming aware of any possible conflict of interest which may arise between the Provider's interests and those of the Council's, and shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council's Representative.

Complaints

- 3.10 The Provider must have clear, publicised and accessible complaints procedure for dealing with Service Users' complaints. The procedure must ensure, wherever possible, the speedy resolution of complaints and service

continuity. The procedure must include a written record of all complaints and any action taken, and must be used as an evaluation tool for improving service delivery.

Whistle blowing

- 3.11 The Provider shall comply with the Public Interest Disclosure Act 1998 and shall establish and where necessary update from time to time, a whistle-blowing procedure for its staff encouraging personnel to report incidents of malpractice within the Provider or the Council to the Provider.
- 3.12 The Provider shall notify the Council in writing forthwith if any of its personnel (including trustees, employees, volunteers or similar) invoke the whistle-blowing procedure and shall provide details of the alleged malpractice. Without prejudice to any other rights which the Council may have under this Agreement, the Provider shall comply with the Council's reasonable requirements in dealing with the alleged malpractice, where such malpractice affects the Council or any service commissioned or provided directly by it.

4.0 Council's General Obligations

Link Officer and Monitoring

- 4.1 The Council shall appoint an officer to provide a point of contact with the Provider ("the Link Officer")
- 4.2 The Link Officer shall:
- 4.2.1 Monitor the Provider's delivery of the Service in accordance with the Service Specification at Part One of this Agreement as amended from time to time, and
 - 4.2.2 From time to time make recommendations to the Provider about improving the standard of service provided, including:
 - 4.2.2.1 Ensuring the monitoring and evaluation requirements are clear and agreed and advise on the development of appropriate systems and processes to collect and analyse the information.
 - 4.2.2.2 Undertaking a minimum of two visits per year to the Children's Centre in pursuance of this.
 - 4.2.2.3 Providing advice and assistance to the Provider including but not limited to:
 - 4.2.2.3.1 Providing support and guidance on monitoring and evaluation.
 - 4.2.2.3.2 Where funding is sought from, or provided by, another department of the Council liaising accordingly with these

departments to reduce the administrative burden on the Provider.

- 4.2.2.3.3 Ensuring the Provider is working towards developing and implementing appropriate policies, good management, employment and service delivery practices.
- 4.2.2.3.4 Advising on the development and review of performance indicators showing success in achieving the overall aim of the Service.
- 4.2.2.3.5 Addressing problems identified by the Provider and/or the Link Officer in the management or the delivery of the service.
- 4.2.2.3.6 Ensuring that the Provider understands financial management and is keeping records of its income and expenditure.
- 4.2.2.3.7 Advising the Provider to encourage involvement of people from groups at risk of poor outcomes who might experience difficulties in accessing services.

4.3 The Council will:

Funding

- 4.3.1 Subject to the continued provision of grant funding by the Government to the Council in respect of Children's Centres, allocate funding to Children's Centres according to an equitable, transparent formula.

Assisting with evaluation

- 4.3.2 Take part in the self evaluation "Annual Conservation" with each Children's Centre and subsequent action planning.
- 4.3.3 Provide training in carrying out the self evaluation process.

Communication

- 4.3.4 Engage in reasonable consultation with Children's Centres on matters which are relevant to the delivery of the Services.
- 4.3.5 Inform the Provider of any new guidance requirements introduced by Central Government.
- 4.3.6 Ensure that the Provider has an opportunity to play a key role in the development of multi-agency working arrangements.

Advice and Support

- 4.3.7 Provide support to the Provider as reasonably required to enable the Services to be delivered by the Provider.
- 4.3.8 Provide such general advice and support to the Provider as is reasonable in accordance with the Council's resources and other commitments.

5.0 Mutual Obligations, Information, Monitoring and Reporting Requirements

- 5.1 The Provider must retain all records required by the Council and other authorised bodies, which will include financial records, attendance registers, eligibility checks, postcode monitoring, performance measurement and project management control.
- 5.2 The Provider will carry out equal opportunities monitoring and will report the results to the Council upon request.
- 5.3 The Provider will supply to the Council at such time as the Council may request in writing such information as the Council shall require:-
- 5.3.1 to satisfy itself that the Children's Centre funding and/or Council funding is being used wholly and exclusively for the purposes of this Children's Centre and for no other purposes;
 - 5.3.2 to comply with any legal requirements relating to the auditing of the Council's financial affairs;
 - 5.3.3 to comply with any legal requirements arising under this Agreement
- 5.4 The Provider shall supply such documents and other information in connection with the Children's Centre as the Council may reasonably require to satisfy itself as to the compliance with the terms of this Agreement.
- 5.5 The Children's Centre may be selected for a verification and audit visit which may be carried out by District Audit or Government Auditors if applicable. The Provider will cooperate fully during such audit and will implement any recommendations made as a result of the visit in liaison with the Authorised Officer or the Link Officer.
- 5.6 The Authorised Officer should be informed as early as possible of any likely difficulties that may affect this Children's Centre or of the occurrence of any of the events listed in clause 9, Variation and Termination. This notification does not relieve the Provider from all or any of its obligations under this Agreement.

6.0 Confidential Information and Freedom of Information ("FOI")

- 6.1 Each party shall safeguard and keep confidential all confidential information that it may acquire in relation to the business or affairs of the other party.
- 6.2 Neither party shall use or disclose the other party's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under this Agreement.
- 6.3 Each party shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this Clause.
- 6.4 The obligations on a party set out in Clause 6.1 shall not apply to any information to the extent that such information:
- 6.4.1 is publicly available or becomes publicly available through no act or omission of that party;

- 6.4.2 is required to be disclosed by law.
- 6.5 The provisions of this Clause shall survive any termination of this Agreement.
- 6.6 The Provider acknowledges that the Council has obligations under the FOI Act to disclose information to third parties (the "**Applicant**") upon request, subject to certain exemptions and considerations. The Provider further acknowledges that information requested from the Council may include information relating to the Provider, including (but not limited to) information relating to business, products, services or customers ("**Provider Information**").
- 6.7 If the Council receives a request that might lead to disclosure of Information (a "**Request**"), the parties agree that the following procedure shall apply:
- 6.7.1 Upon receipt of the Request, the Council shall notify the Provider that a Request has been made under the FOI Act, and provide the Provider with a list of all Provider Information that the Council is proposing to disclose to the Applicant;
- 6.7.2 Upon receipt of such notification, the Provider shall use reasonable endeavours to provide a response to the Council within five working days from the date of notification. Where this is not reasonably practicable the Provider shall promptly inform the Council that this is the case and provide a date by which a response shall be made. The Provider shall respond to the Council within the agreed timetable notifying the Council of:
- 6.7.2.1 Provider Information that may be disclosed ("**Disclosable Information**"); and
- 6.7.2.2 Provider Information that is subject to an exemption under the FOI Act that should not be released ("**Exempt Information**") together with reasons why the relevant exemption(s) should be applied.
- 6.8 The Council shall take account of the Provider's representations made pursuant to Condition 6.4.2 when deciding whether to disclose information to an Applicant.
- 6.9 Notwithstanding the above, if the Council decides to release any or all of the Exempt Information, it shall give the Provider at least five working days' notice of its intention to do so, together with an explanation of its reasons for disclosure.
- 6.10 If a dispute arises between the parties as to which Provider Information shall be released to the Applicant, the Council acknowledges that the release of information is an irrevocable act that cannot be remedied. In these circumstances the Exempt Information shall not be released until such time as agreement has been reached between the parties or release is otherwise required by order of the Court or order of the Information Commissioner.
- 6.11 The Provider shall comply with all statutory obligations under the Data Protection Act 1998.

7.0 Allocation of Funds

- 7.1 The Council shall pay the Provider in accordance with the payment profile set out in Appendix Two of Part One If the Provider's expenditure in providing the Service is

less than anticipated for whatever reason, the Council shall have the discretion to reduce or increase subsequent payments from it to the Provider to achieve reconciliation with the previous period's actual expenditure. The Council shall give as much notice as it is reasonable in the circumstances to give of its intention to exercise its rights under this Clause.

- 7.2 Failure to provide promptly any information required by the Council under the monitoring processes contained in this Agreement may result in payments being withheld in accordance with Clause 9.6
- 7.3 All payments are subject to the Provider's continuing satisfactory performance and delivery of the Services.
- 7.4 The funding may, in the absolute discretion of the Council, be varied on 1st April in each financial year in accordance with the formula issued for this purpose by the Council (a copy of which will be available on request at this time).
- 7.5 The Provider shall establish a system for receiving orders and billing electronically to and from the Council. The Council will provide the Provider with the information it needs to do this.
 - 7.5.1 The Provider shall also accept payment by BACS, will ensure that it can do so and will give the Council the information it may require to enable it to send payments in that way; and
 - 7.5.2 The Provider shall set up such systems at its own expense and be responsible for ensuring that they operate reliably and securely.
- 7.6 Funding made available under this Agreement shall be subject to the condition precedent in respect of each payment that:-
 - 7.6.1 The Provider has complied and continues to comply with each and every term of this Agreement; and
 - 7.6.2 The Provider achieves the Children's Centre outcomes within the time limits and subject to the conditions provided for in this Agreement; and
- 7.7 The monies payable under this agreement are exclusive of VAT. If the Provider charges VAT on such monies:-
 - 7.7.1 The Provider warrants unconditionally that VAT is correctly chargeable to the Council on such monies.
 - 7.7.2 If in due course it should come to light or be determined by HMRC or any other person that VAT was not correctly charged, the Provider shall immediately refund to the Council all VAT which it incorrectly charged to the Council and indemnify the Council in full against any other cost or expense the Council may suffer as a result of such incorrect charging, including any interest on any repayment or balancing payment the Council may have to make to HMRC.
- 7.8 The Provider will not use any or all of the payments made under this Agreement for any other purpose except that authorised under this Agreement and in particular will comply with the eligibility criteria.

- 7.9 This Agreement shall not impose any liability on the Council to make any payment to the Provider unless a claim for payment is made, supported and approved by such evidence as the Council's Authorised Officer may require. These should be submitted within the period to which the claimed expenditure relates.
- 7.10 The Council may at its discretion advance monies to the Provider. Any advance will be subject to the condition that the Provider provides an account for the expenditure supported by such evidence as the Council may reasonably require.

8.0 Recovery of Sums Due

- 8.1 The Provider will immediately refund any sums already paid to it by the Council, plus interest where:-
- 8.1.1 the Provider is in default as set out in clause 9.6; or
 - 8.1.2 if for any reason advances of funding are not expended for the purpose for which it was provided within 21 days of receipt or on termination of this Agreement; or
 - 8.1.3 there are significant changes in any factors on which the sum approved was calculated if not appropriately notified to the Council;
 - 8.1.4 it fails to deliver the Services;
 - 8.1.5 the Provider becomes insolvent, a receiver is appointed or in the judgment of any government agency or central department the Provider becomes financially unable to sustain the Children's Centre
- 8.2 Without prejudice to any other condition herein, whenever under this Agreement or otherwise, any sum of money shall be recoverable from, or payable by, the Provider to the Council, the same shall be deducted from any sum then due to the Provider or which at any time thereafter may become due to the Provider under this or any other agreement with the Council.

9.0 Variation and Termination

- 9.1 This Agreement sets out clear expectations that both parties will use their best endeavours to honour. It is envisaged that the parties will be able to negotiate variations to achieve necessary and constructive changes aimed to improve the effective delivery of the Services.
- 9.2 The Council may renegotiate the terms of the Agreement in the event of changes in service demand and/or emergent policy of the Council and the Provider shall not unreasonably refuse or delay such a renegotiation. Where changes in legislation, Regulation or guidance make a change in the terms necessary, the Council shall have an absolute right to update the terms in line with such changes but shall notify the Provider promptly.
- 9.3 The Provider may request a renegotiation of the Agreement terms, through the Link Officer in which event the Council may refuse any suggested changes where such changes are deemed unnecessary or unreasonable by the Council.

- 9.4 If either of the parties wishes to terminate this agreement before the date of its expiration, then that party must give the other party three months' notice in writing, stating the reasons for termination.
- 9.5 In the event of the Provider giving notice under clause 9.4 above, the Provider shall continue to provide the Services until suitable alternative arrangements can be made and the Council has duly notified the Provider in writing that alternative arrangements have been made to the satisfaction of the Council. The Provider shall assist in any service transfer by providing the Council with details of the employees engaged in the delivery of the Service and of the Service being delivered, including service users and shall ensure that all requirements under the Data Protection Act 1998 (as amended) are complied with in respect of any personal information.
- 9.6 The Council may in its absolute discretion and without prejudice to any other rights that it may have against the Provider either require the Provider to return all or part of the funding (or a sum of monies representing all or part of the funding) and/or withhold any outstanding payments of funding should any of the following events of default arise:
- 9.6.1 the Provider does not provide the Services in accordance with the service specifications contained within this Agreement or otherwise agreed between the parties;
- 9.6.2 there is prima facie evidence by the Provider of misuse or inappropriate use of public funds, including fraud;
- 9.6.3 the Provider does not fulfil/meet the required, agreed funding conditions, and has failed, following the provision of two successive notices of such failures, each allowing a two month period of compliance;
- 9.6.4 if any information or representation provided or made to the Council in connection with the funding or otherwise deemed to form part of this Agreement is found to have been made fraudulently, incorrectly or is misleading in any material particular;
- 9.6.5 the Provider ceases to operate or becomes insolvent;
- 9.6.6 the Provider has a receiver appointed over any part of its assets or goes into administrative receivership, administration or liquidation, or makes an arrangement with creditors, or a trust deed is granted for creditors, or if any of its property is seized for legal reasons.
- 9.7 Notwithstanding 9.1 to 9.6 above where funding is withdrawn or reduced during the annual budget round as a result of financial pressures on the Council the Council may exercise its right to terminate this Agreement but shall only provide one month of written notice.
- 9.8 If there is a significant change in management and/or governance arrangements of the Provider, such as conversion to an Academy, Trust status or Federation, the Council will commission an independent review into the management arrangements and capacity for leadership with a clear recommendation regarding the future position of the Children's Centre.
- 9.9 Upon the cessation of the Services, all information, data or other records relating to the Services shall be delivered to the Council (in an agreed format) at no cost to the

Council, and the Provider shall ensure that any source documents and records retained are destroyed promptly thereafter.

10.0 Dispute Resolution

- 10.1 During any dispute, including a dispute as to the validity of the Agreement, it is mutually agreed that the Provider shall continue its performance of the provisions of the Agreement (unless the Council requests in writing that it does not do so).
- 10.2 If a dispute arises between the Council and the Provider in relation to any matter which cannot be resolved each of the Council and the Provider shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Council. Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.
- 10.3 If the meeting(s) referred to in 10.2 does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure or any other model mediation procedure as agreed by the parties.

11.0 Miscellaneous

- 11.1 No failure or delay by the Council to exercise any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise by the Council of any power or right under this Agreement preclude any other or further exercise of those rights or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.
- 11.2 In case any one or more of the provisions in this Agreement should be invalid, illegal or unenforceable in any respect under any law applicable in any relevant jurisdiction, the validity, legality and enforceability of the remaining provisions in this Agreement shall not in any way be affected or impaired.
- 11.3 This Agreement may only be amended in writing signed by an authorised representative from each party.
- 11.4 All parties shall be released from their respective obligations in the event of national emergency, war, prohibitive government regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement not reasonably practical.
- 11.5 The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 11.6 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 11.7 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable

law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.

- 11.8 Where reasonably required the Provider shall confirm that any amendments to its policies, arising from amendments or additions required by the Council have been made.
- 11.9 Where reasonably required the Provider shall provide information in relation to the Service, including accounts, records and minutes of meetings to the Link Officer as requested from time to time. The Provider must comply with such requests upon written request from the Council.
- 11.10 The Agreement between the Provider and the Council is personal to the Provider and the benefit of the Agreement may not be transferred or assigned by the Provider to any other person or corporation SAVE those bodies or individuals referred to at 3.5 above AND the Council may assign or transfer this Agreement or any of its rights under this Agreement.
- 11.11 Each Party warrants and undertakes to the other that it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of this Agreement and to the performance by the Parties hereto of their obligations under this Agreement.

12.0 Liability

- 12.1 The Provider acknowledges that the Council shall incur no liability to it as a result of entering into this Agreement and shall in no circumstances become liable for any debts or other liabilities of the Provider.
- 12.2 Where the Provider is an external provider, it shall indemnify and keep indemnified, the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of the provision of the Service in relation to the injury to, or death of, any person and loss of, or damage to, any property including property belonging to the Council or in respect of any other cause and whether arising during or after the Agreement except and to the extent that it may arise out of the act, default or negligence of the Council, its employees and agents not being the Provider or its personnel.

13.0 Law

- 13.1 This Agreement shall be governed by and construed in accordance with English Law.

Schedule 1: Children and Young People Quality Standards

Children and Young People's Trust Quality Standards

The Children and Young People's Trust has agreed core standards that apply to all services provided for children, young people and families whether they are provided by the voluntary and community, statutory or private and independent sectors. These standards collectively support the achievement of outcomes and are particularly pertinent for prevention and early intervention services. The Provider must comply with and embed these into service planning, delivery and monitoring.

Partnership Working: Multi-agency working adds value to services and enables diverse provision to be more coherent; helping children, young people and families to receive seamless services.

A partnership is considered to be a relationship which does not alter the separate accountabilities of the partners involved but identifies common goals and /or interests and acts upon them in a coordinated way. Partnerships can be seen at a number of levels: strategic planning, joint delivery and/or making referrals; there is no one size fits all approach to managing these relationships.

Participation: The involvement of children, young people and families in the design, delivery and evaluation of services helps ensure services are accessible, appropriate and contribute to the effective achievement of outcomes. Participation also plays a key role in developing resilience. Participation should be considered in three spheres: organisational culture; formal participation and inclusion strategies / policies; and evolving practice.

Child-Centred Working or Personalised Services: Personalised services are designed to fit the individual child, young person or family rather than the individual fitting the service. This reflects a move away from an expert, topdown model of care and service towards an equal partnership between service users and professionals.

Addressing Inequalities: The Council has committed itself to the implementation of the Equality Standard for Local Government across six areas of equality: gender, disability, race, young people, older people, lesbian, gay, bisexual and transgender people. The needs and interests of people with additional language needs, gypsies and travellers and BME groups for example also need to be addressed and service developments monitored. All providers are therefore required to collect equalities data and to strive to be fully inclusive.

Safeguarding and Promoting the Welfare of Children and Young People: Safeguarding is a shared responsibility and depends on effective joint working between families, agencies and professionals that have different roles and expertise. All providers are required to embed safeguarding procedures to ensure children and young people stay safe and to reduce risks and build resilience.

Schedule 2: Safeguarding Children

1. Key Principles

- 1.1 The child should be central and visible in every aspect of our decision making from the point of initial concern through to the end of our involvement
- 1.2 Families, including the extended family, are potentially the most important resource for children in promoting their welfare and protecting them from harm. Every effort should be made to maintain children within their families whenever it is possible and safe to do so.
- 1.3 The provider will normally seek to discuss any concerns about a child with their parents. This must be handled sensitively and the Designated Safeguard Lead will make contact with the parent in the event of a concern, suspicion or disclosure. However, if the school believes that notifying parents could increase the risk to the child or exacerbate the problem, advice will first be sought from children's social care.
- 1.4 Understanding the individual needs of the child and family is crucial to bringing about change where change is needed. A significant contribution to this understanding will be achieved by taking full account of a child and family's ethnicity, race, culture, religion, gender, disability and sexual orientation.
- 1.5 Children are by definition vulnerable to exploitation, abuse and neglect by adults. Sadly enquiries have shown us that these adults can be those who are placed in a position of trust and responsibility in relation to children and young people. It is incumbent upon all of us therefore to take our responsibilities in keeping children safe from harm seriously, and to approach our task with energy, commitment, vigilance and prompt action.
- 1.6 The statutory guidance Working Together to Safeguarding Children 2015 covers the legislative requirements and expectations on individual services to safeguard and promote the welfare of children. It also provides the framework for BSCB (Bristol Safeguarding Children Board) to monitor the effectiveness of local services, including safeguarding arrangements in schools and early years settings.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419595/Working_Together_to_Safeguard_Children.pdf

- 1.7 The statutory guidance Keeping Children Safe in Education 2015 is issued under Section 175 of the Education Act 2002, the Education (Independent School Standards) Regulations 2014 and the Education (Non-Maintained Special Schools) (England) Regulations 2011. Schools and colleges must have regard to this guidance when carrying out their duties to safeguard and promote the welfare of children. Unless otherwise stated, 'school' in this guidance means all schools, whether maintained, non-maintained or independent, including academies and free schools, alternative provision academies and pupil referral units. 'School' includes maintained nursery schools.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/447595/KCSIE_July_2015.pdf

1.8 All staff must read Part One of this guidance

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/447596/KCSIE_Part_1_July_2015.pdf

1.9 What to do if you're worried a child is being abused 2015 - Advice for practitioners is non statutory advice which helps practitioners (everyone who works with children) to identify abuse and neglect and take appropriate action.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419604/What_to_do_if_you_re_worried_a_child_is_being_abused.pdf

2. Training

2.1 All staff working within the Children's Centre must undertake the Child Protection training as appropriate (Child protection Leads should undertake the advanced Interagency Child Protection training courses provided by the Bristol Safeguarding Children Board (BSCB). Guidance as to the training required can be found on the BSCB Training webpages:

<http://www.bristol.gov.uk/page/children-and-young-people/bscb-training>

2.2 The Children's Centre Designated Member of Staff for Child Protection will annually review practice knowledge, and skills in relation to more specific issues in child care and the protection of children and will arrange for appropriate staff to undertake further training around these issues e.g. Domestic Abuse; Mental Health; Working with Drug Using Parents; Sexual Exploitation, Female Genital Mutilation, Preventing radicalisation etc.

3. Safer Recruitment

The provider will endeavour to ensure that they do their utmost to employ safe staff by following the guidance in Keeping Children Safe in Education (2015) together with the BSCB (Bristol Safeguarding Children Board)

Safer recruitment means the providers will ensure that all applicants will:

- complete an application form which includes their employment history and explains any gaps in that history
- provide two referees, including at least one who can comment on the applicant's suitability to work with children
- provide evidence of identity and qualifications
- if offered employment, be checked in accordance with the Disclosure and Barring Service (DBS) regulations as appropriate to their role. This will include an enhanced DBS check and a barred list check for those engaged in Regulated Activity
- if offered employment, provide evidence of their right to work in the UK
- be interviewed, if shortlisted.

The provider will also:

- verify the preferred candidate's mental and physical fitness to carry out their work responsibilities
- obtain references for all shortlisted candidates, including internal candidates

- carry out additional or alternative checks for applicants who have lived or worked outside the UK
- ensure that applicants for teaching posts are not subject to a prohibition order issued by the Secretary of State.

At least one member of each recruitment panel will have attended safer recruitment training.

All new members of staff will undergo an induction that includes familiarisation with the school's child protection policy and staff behaviour policy and identification of their child protection training needs.

All staff should sign to confirm they have received a copy of the child protection policy and staff behaviour policy.

All relevant staff (involved in early years settings and/or before or after school care for children under eight) must be made aware of the disqualification and disqualification by association legislation and their obligations to disclose relevant information to the school. The provider has a responsibility to make staff and volunteers aware of this through staff briefings, induction and clauses included in employment contracts.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/414345/disqual_stat-guidance_Feb_15_3_.pdf

The school must obtain written confirmation from supply agencies or third party organisations that agency staff or other individuals who may work in the school have been appropriately checked.

Trainee teachers will be checked either by the school or by the training provider, from whom written confirmation will be obtained.

The school must maintain a single central record of recruitment checks undertaken.

4 Third Parties Working in Children's Centres

- 4.1 Where third parties work in a Children's Centre, but are not directly employed by the Centre, arrangements must be in place so that written agreements clarify responsibilities for undertaking checks and storing records. Third party providers are obliged to check their own staff and keep records, confirming in writing to the Council, Children's Centre leader or school governing body that this has been done.
- 4.2 The Provider shall hold letters from third parties confirming checks have been carried out on staff who are not directly employed by the Centre. Staff from these partner agencies must be required to wear identity badges when working in, or on behalf of Children's Centres.

5 Checks on Other Public Sector staff

5.1 Individuals such as psychologists, nurses, dentists, centrally employed teachers and other public sector staff will have been checked by their employing organisation, whether local authority, Primary Care Trust or Strategic Health Authority. It is not necessary for schools or FE colleges to see their DBS check as appropriate checks will have been carried out. Schools and FE colleges will however want to check identity when an individual arrives to ensure imposters do not gain access to children.

6. Extended school and off-site arrangements

All extended and off site activities are subject to a risk assessment to satisfy health and safety and safeguarding requirements. Where extended school activities are provided by and managed by the setting, the providers own child protection policy and procedures apply. If other organisations provide services or activities on our site the provider will check that they have appropriate procedures in place, including safer recruitment procedures.

If/when the children attend off-site activities, including day and residential visits and work related activities, the provider will check that effective child protection arrangements are in place.

Schedule 3: Re-tendering of the Agreement and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

- 1 If this Agreement comes to an end because the Council ceases to fund the Services, then TUPE will not normally apply. If the Agreement terminates and the Service is to be continued by a new provider who is funded by the Council then the following provisions will apply.
- 2 The Provider shall give the Council any information it may require in connection with any future arrangements the Council may have to secure the provision of the Service after this Agreement or any part of it ends. The Provider shall comply with any requests for such information as soon as is practicably possible and shall, in providing it, undertake that to the best of its knowledge, information and belief such information is true and accurate.
- 3 If any such request includes information which the Provider regards as commercially sensitive and it indicates clearly to the Council what that information is, the Council will notify anyone else to whom it needs to give that information as part of any selection or appointment process of this and require them to treat such information as commercially sensitive.
- 4 In addition to any other commitment under this Clause and in addition to any obligations to disclose information to the Council, the Provider shall answer truthfully any reasonable enquiries and provide information reasonably requested from any potential future providers about the terms and conditions of the contracted staff who may or may not transfer under the TUPE regulations when this Agreement expires.
- 5 During the term of this Agreement the Provider shall not, without the consent of the Council, such consent not to be unreasonably withheld or denied:
 - materially amend the terms and conditions of employment (including rates of remuneration, hours and holidays) of any persons engaged in providing the Services other than in the ordinary course of business and/or other than in accordance with any nationally negotiated changes to terms and conditions which are applicable to those persons; or
 - replace any of the persons engaged in providing the Service or re-allocate staff duties or re-assign staff so as to distort the numbers, personal qualities or skills of staff that may transfer to a future service provider.
- 6 At the end of the Agreement the Provider will co-operate with both the Council and any future provider who may take over the provision of all or any part of the Service so as to ensure so far as is possible continuity of the Service is a seamless transition.
- 7 To facilitate this seamless transition the Provider shall within fourteen working

days of being so requested by the Council prepare a Lead Out Plan setting out a process and tasks to enable the Council to plan effectively for the transfer of responsibility for the Service to a future service provider. In particular the Provider shall identify proposals for advising existing Service Users of the change in Provider, obtain their consent should it be deemed necessary for the

transfer of personal data from the Provider to the future provider.

Up to but excluding the date of the transfer the Provider shall be responsible for all salaries and other obligation arising by reason of a person's employment, the new Provider will be responsible for all salaries and other obligations from the start date.

- 8 The Provider shall indemnify and keep indemnified in full the Council and any future service provider against:

All losses incurred by the Council and/or any future service provider in connection with or as a result of any claim or demand by any employee in respect of:

- a breach by the Provider of its obligation under this Schedule 6;
- any employment claim including but not exclusively so any claim arising from any contract of employment, any collective agreement,
- any claim related to pay, unfair dismissal, redundancy, breach of contract of employment, discrimination on any ground and any industrial or personal injury where the cause of action arose during the period up to the end of this agreement;
- any claim by any trade union or staff association or employee representative on behalf of any employees arising from or in connection with any legal obligation.

