

# Public Document Pack



Contact Officer:  
Maureen Potter 01352 702322  
maureen.potter@flintshire.gov.uk

To: Cllr David Roney (Chair)

Councillors: Clive Carver, Glenys Diskin, Chris Dolphin, Ian Dunbar, Andy Dunbobbin, Brian Dunn, Robin Guest, Ron Hampson, Dave Mackie, Mike Reece, Tony Sharps, Paul Shotton, Nigel Steele-Mortimer and Carolyn Thomas

21 March 2016

Dear Councillor

You are invited to attend a meeting of the Organisational Change Overview & Scrutiny Committee which will be held at 10.00 am on Tuesday, 29th March, 2016 in the Gwernymynydd Village Centre, Ruthin Road, Gwernymynydd, CH7 5ND to consider the following items.

**Members are asked to note the venue for the meeting.**

## A G E N D A

### 1 APOLOGIES

**Purpose:** To receive any apologies.

### 2 DECLARATIONS OF INTEREST (INCLUDING WHIPPING DECLARATIONS)

**Purpose:** To receive any Declarations and advise Members accordingly.

### 3 MINUTES (Pages 3 - 16)

**Purpose:** To confirm as a correct record the minutes of the last meeting.

### 4 COMMUNITY ASSET TRANSFERS (Pages 17 - 92)

**Purpose:** To review progress of the Community Asset Transfer Scheme.

5 **PLAY SUFFICIENCY ASSESSMENT 2016 INCLUDING FUTURE PLANS FOR CONSULTING ON SUMMER PLAY SCHEMES AND PLAY AREAS**  
(Pages 93 - 270)

Report of Chief Officer (Organisational Change) enclosed. Portfolio of Cabinet Member for Education.

**Purpose:** To seek scrutiny committee comments on the consultations with town and community council's about the future of summer play schemes and a core offer for children's equipped play areas.

6 **2015/16 Q3 IMPROVEMENT PLAN MONITORING (ORGANISATIONAL CHANGE)** (Pages 271 - 280)

**Purpose:** To enable Members to fulfil their scrutiny role in relation to performance monitoring

7 **FORWARD WORK PROGRAMME** (Pages 281 - 286)

Report of Member Engagement Manager enclosed.

**Purpose:** To consider the Forward Work Programme of the Organisational Change Overview & Scrutiny Committee.

Yours faithfully



Peter Evans  
Democracy & Governance Manager

## **ORGANISATIONAL CHANGE OVERVIEW & SCRUTINY COMMITTEE** **8 DECEMBER 2015**

Minutes of the meeting of the Organisational Change Overview & Scrutiny Committee of Flintshire County Council held at County Hall, Mold on Tuesday, 8<sup>th</sup> December, 2015

### **PRESENT: Councillor David Roney (Chairman)**

Councillors: Clive Carver, Chris Dolphin, Ian Dunbar, Andy Dunbobbin, Robin Guest, Dave Mackie, Mike Reece, Paul Shotton, Carolyn Thomas and Nigel Steele-Mortimer

**APOLOGIES:** Councillor Ron Hampson

**SUBSTITUTIONS:** Councillor: Richard Jones (for Brian Dunn) and David Wisinger (for Glenys Diskin)

**ALSO PRESENT:** Councillor Christine Jones

**CONTRIBUTORS:** Councillor Aaron Shotton, Leader and Cabinet Member for Finance, Councillor Bernie Attridge, Deputy Leader and Cabinet Member for Environment, Councillor Chris Bithell, Cabinet Member for Education, Councillor Kevin Jones, Cabinet Member for Waste Strategy, Public Protection and Leisure, Councillor Billy Mullin, Cabinet Member for Corporate Management, Chief Officer (Organisational Change (1)) Chief Officer (Organisational Change (2)), Corporate Finance Manager and Principal Librarian

**IN ATTENDANCE:** Member Engagement Manager and Scrutiny Support Officer

### **35. DECLARATIONS OF INTEREST**

No declarations of interest were made.

### **36. COUNCIL FUND REVENUE BUDGET 2016/17**

The Chairman welcomed the contributors to the meeting.

The Chief Officer (Organisational Change (1)) and Chief Officer (Organisational Change (2)) gave a detailed presentation which covered the following areas:-

- Purpose of today's meeting
- Corporate overview
- Service business plan proposals
- National timetable
- Local timetable

The comments and questions which were raised by Members of the Committee on the presentations, together with the responses given, are detailed in Appendix 1 (attached).

**RESOLVED:**

That the presentation be noted.

**37. MEMBERS OF THE PUBLIC AND PRESS IN ATTENDANCE**

There were no members of the public and one member of the press in attendance.

(The meeting started at 10.00 am and ended at 11.43 am)

.....  
**Chairman**

**2016/17 Budget Consultation.**

**Organisational Change Overview & Scrutiny Committee – 8<sup>th</sup> December 2015**

<b>Member Comment/Question</b>	<b>Response</b>
Clarification is needed: is the reduction 50% over five years or a 105 reduction in each of five years, which would amount to around 59%?	The intention is to make a 50% reduction on the current budget over a period of five years. This is greater than the corporate challenge to portfolios to make a 30% reduction.
Could we be assured that the work to replace the current libraries at Hawarden, Mancot and Queensferry with the new Deeside Leisure Centre facility will not be at the expense of the library within the Connah's Quay Connects Office	The Connah's Quay facility is one of the hub libraries identified within the Council's Libraries strategy (the others are Mold, Deeside, Flint, Buckley and Holywell)
The papers for this meeting contain nothing new, but new information has been provided within the presentation	All of the information provided today has been provided previously, at the workshops or in committee meetings. Additional information can be provided to assist Members' understanding of the issues.
The cost reduction at Connah's quay swimming pool through reducing opening hours and lifeguard cover is a cause for concern	In the new arrangements, the pool will be open to the public for a reduced number of hours. The 'club users' such as Nofio Clwyd will be providing their own lifeguards. Flintshire will only supply lifeguards for public and school sessions.  We can provide further details of the cost reductions in the 'mop up' session on 18 <sup>th</sup> December.
Will the mobile and housebound library services be continued?	Yes the services will be continued. The current vehicle will be replaced and routes are being examined to be more effective
There is nowhere to park the mobile library in Hawarden	
Could libraries be provided digitally	The libraries are already part of a network of provision, which includes online services.
There is £105K still available for play area	These can be provided and a meeting with

match funding, and community and town councils have been written to. We need more details	Community and town council Chairs and clerks could be offered. It was confirmed that any money which was not spent would be available to the Cabinet for redistribution.
Savings on leisure facilities: how do you work out the £544k?	We are not looking at arbitrary targets, we are looking at alternative models: not like Plas Madoc. For each project, the savings will be within a range which can provide assurance.
Could we have clarification as to the statutory nature of the library service?	The provision of a 'complete and effective' library service is statutory. The Welsh Public Library Standards are a performance/quality measure. It is understood that the Welsh Government are now revising the standards as local authorities are rationalising their library provision in the face of budget constraints. The Library standards have previously been reported to Lifelong learning O&SC. It was suggested that they could be reported on to the OC O&SC.
Reference has been made to town and community council sharing provision with adjoining authorities. The problems encountered with supporting the theatre following local government reorganisation should be borne in mind.	
We need to have a breakdown of all the figures provided, such as the £544k for CAT	More detailed figures will be provided.
We have been provided with new information today	Members had been told earlier on that there was no new information at the meeting
There is nothing new at all at this meeting. We have been over all of this before.	
Detailed information on CAT is being withheld because of commercial interests	Information has been provided to the committee as a part 2 item at a previous meeting. The information provided today relates to the 2016/17 budget. Other projects will be reported to the committee as they ready
What is our strategy for our empty buildings? What will happen to Holywell library when that service moves into the Leisure Centre?	We have some interest in the library building. If alternative uses for redundant buildings can't be found, we will demolish them.
What does 'structural change' mean for campus management?	A reorganisation of roles and responsibilities will mean that we need fewer staff.

How will school meal numbers be increased?	There are indications that we could increase take up to 43% through a higher level of engagement with parents.
CCTV Screen monitoring	We are reviewing staffing level and usage
Comment on property maintenance	We can be more circumspect. Being in the upper quartile for this costs money. We could be mid-range, and there will be fewer properties to maintain
More detail on debt recovery within school meals – how is this enforced?	Some parents do not pay for school meals unless chased. Collection is through schools.
On CAT, FLVC are not acknowledging or responding to correspondence	FLVC are acting as our agents for CAT. If they are not responding, we need to know so that we can pursue this.

**This page is intentionally left blank**



**ORGANISATIONAL CHANGE OVERVIEW & SCRUTINY COMMITTEE**  
**15 FEBRUARY 2016**

Minutes of the meeting of the Organisational Change Overview & Scrutiny Committee of Flintshire County Council held in the Delyn Committee Room, County Hall, Mold on Monday, 15 February 2016

**PRESENT:**     **Councillor David Roney (Chairman)**

Councillors: Clive Carver, Chris Dolphin, Ian Dunbar, Andy Dunbobbin, Brian Dunn, Robin Guest, Ron Hampson, Dave Mackie, Mike Reece, Paul Shotton and Nigel Steele-Mortimer

**MEMBERS OF SOCIAL & HEALTH CARE OVERVIEW & SCRUTINY COMMITTEE PRESENT:** Councillors Carol Ellis, David Healey and Mike Lowe

**CONTRIBUTORS:** Councillor Aaron Shotton, Leader & Cabinet Member for Finance; Councillor Bernie Attridge, Deputy Leader & Cabinet Member for Environment; Councillor Kevin Jones, Cabinet Member for Waste Strategy, Public Protection & Leisure; Councillor Chris Bithell, Cabinet Member for Education; Councillor Christine Jones, Cabinet Member for Social Services; Chief Executive; Chief Officer (Organisational Change); Facilities Operations Manager; Principal Leisure Services Officer; Principal Librarian; Senior Manager, Integrated Services, Lead Adults; Planning & Development Officer and Sports Development Officer

**IN ATTENDANCE:** Member Engagement Manager and Committee Officer

**44.     DECLARATIONS OF INTEREST (INCLUDING WHIPPING DECLARATIONS)**

Councillor Ron Hampson declared a personal interest in Agenda Item 4 'Alternative Delivery Models' as his son attended Glanrafon Day Centre.

**45.     MINUTES**

The minutes of the meeting held on 11 January 2016 were submitted.

Councillor Dave Mackie asked that the minutes be amended to reflect his comments that any local groups setting up a community library should be able to access books through the library management system. The charge of £5 per head to be added to the library management system was not an additional cost as this was already being covered.

In recalling the debate on this item, the Chief Executive said that actions to follow up on comments and suggestions on the system and its limitations were being addressed separately.

**RESOLVED:**

That subject to the amendment, the minutes be approved as a correct record and signed by the Chairman.

**46. LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985 - TO CONSIDER THE EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED:**

That the press and public be excluded from the meeting as the following item was considered to be exempt by virtue of paragraphs 14 and 15 of Part 4 of Schedule 12A of the Local Government Act 1972 (as amended).

**47. ALTERNATIVE DELIVERY MODELS**

Councillor Aaron Shotton introduced a report to seek views on the final draft business cases of Alternative Delivery Model (ADM) proposals for Leisure & Library Services, Facility Management Services, and Day Care & Work Opportunity Services, prior to consideration by Cabinet. Feasibility studies and progress on the early stages of business planning had been shared with the Committee in September 2015. Councillor Shotton said there was a need to pursue ADMs as a different approach to sustain services and jobs, due to the significant financial challenges, and that lessons could be learnt from the experience of English authorities. The report gave the opportunity for the Committee to understand and scrutinise emerging proposals which had been subject to challenge by the respective Cabinet Members. The views of the Committee would be reported to Cabinet in March 2016 when seeking approval of the business plans.

The Chief Executive said that feedback from national partners, including the Welsh Government, confirmed that the Council's programme on ADMs was amongst the strongest in Wales. He explained that employees, Trade Union colleagues and stakeholders had been involved in the process, and that the enthusiasm to identify a sustainable model was positive. The target for ADMs to achieve minimum savings of 30% over time would require open-minded consideration of proposals.

The Chief Officer (Organisational Change) referred to the significant progress made to date and highlighted the nine key lines of enquiry to assist Members in assessing the robustness of the draft business plans.

**Facilities Management**

The Facilities Operations Manager gave a presentation on the portfolio of Facilities Management, covering the business plan for the independent company with TECKAL exemptions to maintain service provision in the public sector whilst supporting expansion into the private sector. On the key risks, he pointed out the importance of employee acceptance on cultural change.

Councillor Clive Carver referred to the financial assumptions in the business plan and asked whether schools were VAT registered, pointing out the implications and delays in reclaiming VAT. The Chief Officer stated that specialist advice had been taken on VAT which was a complex area and that further advice would be sought on the query.

The Chief Executive said that this did not undermine the financial business proposal. He gave a commitment that any significant queries on the business plans, which required a full response, would be referenced in the Cabinet report to provide assurance on addressing risks.

It was clarified by Councillor Kevin Jones that although children's school meals were VAT free, service elements could be subject to VAT. Councillor Bernie Attridge advised that a detailed report on the VAT arrangements would be shared with the Committee.

Councillor Dave Mackie welcomed the level of information in the report and asked if it was possible for fuller access to be given to any detailed spreadsheets appended to the reports. The Facilities Operations Manager agreed to discuss separately with Councillor Mackie a number of questions which he had prepared. On comparisons between the projected efficiencies and figures in the financial plan, he explained the variance between trading days in the school year as opposed to the financial year. Following queries on other figures, Councillor Mackie felt that Members should be able to view comparison based on what could be achieved if the services were kept in-house against what the ADM could achieve. The Facilities Operations Manager explained that the financial plan showed the current position with the forecast predicted for the new company.

The Chief Executive said that a more commercial emphasis was required for the company and thanked the Manager and his team for their progress thus far.

Councillor Paul Shotton stated the importance of protecting jobs through ADMs and asked whether the projected efficiencies could be achieved in view of the living wage requirements. In responding, explanation was provided on the findings of market research which had been undertaken.

Councillor Robin Guest sought more detail on the Board of Directors to ensure there was accountability and a mix of officer/Member representation. Whilst further discussion on this matter would be required, it was acknowledged that the necessary balanced mix of skills would be required involving Members, officers and Trade Union colleagues, with the potential for external appointments to add commercial expertise where this was not available internally. Councillor Aaron Shotton referred to the governance model for NEW Homes, which had proved successful.

Councillor Guest also commented on the difficulty in measuring culture change and the limitations on external trading which could pose a significant risk to achieving outcomes. In accepting that there was a level of risk in the competitive market, the Chief Executive pointed out the options available to the Council in bidding for external contracted work. The Facilities Operations Manager added that the new company would be building on the Council brand as a trusted source.

Councillor Attridge reiterated that the proposals had been subject to challenge by Cabinet Members and that he had sought assurance on the advantages and disadvantages. He added that each model required testing and that it was important to share the detail with Members.

In response to a question from Councillor Ian Dunbar, the Facilities Operations Manager pointed out the advantages of developing working partnerships with other organisations, however, discussions had not yet taken place. On school meals, he spoke about the potential to develop this area to make the service more accessible and convenient whilst retaining quality.

Following comments from Councillor Clive Carver, the Facilities Operations Manager provided explanation on other areas of the business plan to expand services and agreed to check on arrangements for luncheon clubs in schools.

In response to the comments made, the Chief Executive said that the substantive core business was established with both opportunities and competitors in the wider market place.

In summing up, the Member Engagement Manager confirmed the comments raised about clarity on VAT arrangements and luncheon clubs, cost comparison if retaining in-house service delivery, concerns on restrictions to trading levels, and the commitment to reference concerns in the report to Cabinet.

### Libraries and Leisure

The Principal Leisure Services Officer and Principal Librarian gave a presentation on the portfolio of Leisure and Libraries, covering the main elements of the business plan to develop an employee owned mutual.

Following a question from the Chairman, explanation was given on the approach to changing Human Resources policies.

Councillor Mackie commented on the figures in the plan and stressed the need for contingency reserves. The Principal Leisure Services Officer gave assurance that the business plan had undergone thorough remodelling, with reserves built in. The Chief Executive said that consideration could be given to the Council providing a one-off contingency reserve as a protective measure for the risk of operational deficits in the early years.

In response to questions from Councillors Mackie and Carver, explanation was given on eligibility for National Non-Domestic Rate (NNDR) relief.

Whilst Councillor Chris Dolphin welcomed the aim of the proposals, he expressed concerns about the speed of the process and profitability. Councillor Aaron Shotton referred to interpretation of terminology, reminding Members that the business plan was in draft at this stage and that no decisions had yet been made. In acknowledging the comments raised, he pointed out that each model was different and was a learning curve for all, with the objective around

identifying other routes to sustain services and achieving efficiencies, rather than profits.

Councillor Dolphin remarked on the need to involve the Betsi Cadwaladr University Health Board (BCUHB) in providing opportunities to help individuals to stay healthy. This prompted discussion on the difference between ADMs and Community Asset Transfers and the continued engagement with BCUHB on the referral of individuals to leisure centres.

Councillor Guest said that it was necessary to achieve profit to sustain the model and raised concerns about accountability and involvement from Members. The Principal Leisure Services Officer replied that the Council would remain the largest customer of the new company and that robust performance management arrangements would be developed. Whilst the Board arrangements were part of the Business Plan, they did not exclude the possibility of Council Member representation. Councillor Guest felt that the Cabinet report should clarify the advantages achievable from the model as opposed to continued in-house service delivery. Comments on the use of the term 'subsidy' led to discussion on the need for a level of Council finance to provide services and the recognised importance of protecting leisure centres.

Following questions from Councillor Dunbar, explanation was given on the new company increasing its customer base and developing new products, the development of the Client Management function and the need for Service Level Agreements for dual roles.

Councillor Andy Dunbobbin asked whether the loan arrangements were adequate to address any necessary building work. The Principal Leisure Services Officer explained about the use of the capital loan whilst the review of building condition surveys would clarify any further work needed. Once the loan had expired, the money would be redirected to replacement resources or investment in further facilities.

When asked by Councillor Ron Hampson asked about any changes to building opening hours, officers replied that the objective was to adapt to the market, allowing for some flexibility.

Councillor Paul Shotton welcomed the prospect of ADMs in sustaining leisure services and highlighted good communication as a key factor in increasing marketing. In response to a question, officers advised that there were a number of additional funding streams which had not been included in the business plan.

Councillor Kevin Jones referred to the positive discussions with employees and Trade Unions on the opportunities available through the proposals and hoped that these would continue.

The Member Engagement Manager summarised the comments raised on the 80% NNDR relief, explaining the advantages of ADMs over direct service provision, careful use of terminology and the role of premises subject to Community Asset Transfers.

## Social Services - Learning Disability Service, Day Opportunities Transformation Plan

A presentation was given by the Senior Manager, Integrated Services, Lead Adults covering the business plan for the relocation of Glanrafon Day Centre and commissioning of service provision, together with the move to a new social enterprise company for work opportunities. She highlighted the high quality and popularity of the Learning Disability service and felt that the ADM was the right approach to continue this. The current opportunities to grow the service were limited and the proposals identified a different way of progressing services through grant funding.

Councillor Mackie stated his general support for the proposals but had concerns about the use of inappropriate venues and capacity of support managers to ensure duty of care. He welcomed the model to train young people who could then progress in the same location with continued support. The Senior Manager gave assurance that building locations were being reviewed including the possible relocation of Estuary Crafts.

As Chair of the Social and Health Care Overview & Scrutiny Committee, Councillor Carol Ellis highlighted the importance of achieving outcomes for the benefit of individuals using the services. She shared views on the high standard of current services and the need to remodel Glanrafon Day Service Centre, which she suggested could be located on the same site as Estuary Crafts. She stated that more detail was required on the location of Glanrafon and timescale of the project with assurance needed on the transition for service users progressing elsewhere. She raised concerns about the capacity of service to cope with increasing demand and the impact of the assessment and placement review on individuals and their carers.

The Senior Manager spoke about the phased approach starting with tendering for service provision. She made reference to the preferred area for Glanrafon and confirmed that co-locating services would be considered wherever possible. In respect of the assessment and placement review, there would be no reduction in services for the current cohort and individuals would be placed appropriately. Whilst there would be no change for some individuals, others could be supported to develop skills and receive training to contribute to other services. In terms of capacity, the present arrangement did not allow for individuals moving through the service, however the proposal would enable work with the Council, colleges and businesses to train individuals on basic skills and a buddying system to provide support in the workplace, hence freeing up capacity. In recognition of the respite care element, provision would be reviewed although no changes were envisaged. Working in partnership with the North East Wales Carers Information Service (NEWCIS) would provide opportunities for carers/volunteers in the workplace and would increase capacity.

Councillor Mackie expressed concern that a decision had not yet been made on the relocation of Glanrafon which he hoped would be central. In response to a further comment, the Senior Manager gave assurance that the robust consultation process had involved service users and their families.

On day care provision, Councillor Hampson stressed the importance of a high ratio of staff to service users and sought assurance that the high quality of service would be maintained. He suggested that the Council's assets could be used to provide funding for the Day Centre without the need to pursue an alternative provider. The Senior Manager shared details of the plans for the new build which provided signposting and a greater oversight of individuals and their levels of independence. She expected staff ratios to be maintained both for those with a high level of need and those requiring single 'end to end' service provision.

Although a new site for Glanrafon had not yet been identified, the Chief Executive said that the project would be prioritised in the Capital Programme with due consideration given to partnerships and access to funding. Proposals could be brought forward to consider larger premises including other centres, however this would require additional capital. He welcomed the support for the model and emphasised the need for careful planning.

In summarising, Member comments were noted on the location, timescale and transition of the project, capacity to support change, outcomes of individual assessment/placement reviews and possible service providers.

**RESOLVED:**

- (a) That the Alternative Delivery Model Business Plans be noted; and
- (b) That the views and comments on the Business Plans be forwarded to Cabinet.

**48. FORWARD WORK PROGRAMME**

The Member Engagement Manager introduced the current Forward Work Programme. He suggested that the next meeting on 14 March be moved to the morning of 29 March to allow for a review of Community Asset Transfer experience to date, along with the Quarter 3 Improvement Plan report. It was agreed that the meeting would be held at an external venue to be confirmed.

The Chief Executive suggested that an item on the new business plan for Clwyd Theatr Cymru (as a variant of Alternative Delivery Model) be considered for a meeting between April - June 2016.

**RESOLVED:**

- (a) That the Forward Work Programme be updated accordingly; and
- (b) That the Member Engagement Manager, in consultation with the Chair and Vice-Chair, be authorised to vary the Forward Work Programme between meetings.

**49. MEMBERS OF THE PRESS AND PUBLIC IN ATTENDANCE**

There were no members of the press or public in attendance.

(The meeting started at 10.00 am and ended at 1.10 pm)

.....

**Chairman**





## ORGANISATIONAL CHANGE OVERVIEW AND SCRUTINY COMMITTEE

<b>Date of Meeting</b>	Tuesday 29th March 2016
<b>Report Subject</b>	Community Asset Transfer
<b>Report Author</b>	Chief Officers Organisational Change

### EXECUTIVE SUMMARY

In November 2014 the Council re-launched its Community Asset Transfer (CAT) scheme. The revised scheme has been simplified into a three stage process with expression of interest, business plan and legal completion. The purpose of the scheme is to enable communities to take on Council assets that may be at risk of future closure due to the required level of budget efficiencies the Council is having to make. It was always anticipated that community asset transfers would take 12-24 months to complete so now 15 months into the updated scheme is a good time to review progress.

Scrutiny Committee are asked to review and scrutinise the Community Asset Transfer scheme. Initially in this the first stage listening to the views of applicants who have been involved in all stages of the scheme, listening to the views of Flintshire Local Voluntary Council (FLVC) who have provided independent support to applicants and helped administer the scheme, and considering an initial Council review of the scheme as detailed in this report. The views of this committee, applicants and Flintshire Local Voluntary Council will be then formalised into a final review of the scheme.

To date 103 expressions of interest have been received and approved for 208 community assets. 12 business plans have been approved for 18 community assets. 12 completions are currently progressing at various stages with some complete, some able to complete in the next few weeks, and some aiming to complete in the next few months.

### RECOMMENDATIONS

1	To consider the views of applicants to the scheme, the views of Flintshire Local Voluntary Council, and the Council's initial review of the scheme, to enable comments from the scrutiny committee to be incorporated into a final first year review of the scheme.
---	---

## REPORT DETAILS

<b>1.00</b>	<b>BACKGROUND TO, AND A REVIEW OF, THE COMMUNITY ASSET TRANSFER SCHEME (CAT)</b>
1.01	It is proposed the first part of considering this report will be listening to the views of current applicants to the scheme and Flintshire Local Voluntary Council (FLVC). Each of the applicants (Gwernymynydd Village Hall Management Committee, Cambrian Aquatics and Caffi Isa) and FLVC will give a brief overview of their project, followed by commenting on what has worked well and what could be improved with the community asset transfer scheme.
1.02	It is then proposed the second part of considering this report is taking these views and the review of the scheme detailed below to finalise scrutiny committee comments on the scheme.
1.03	The revised scheme has a simple three stage process with an application pack, supporting information, and independent support and administration of elements of the scheme provided by FLVC. Council officers also support community organisations across all three stages of the scheme.
1.04	A list of all their own community assets was provided to town and community councils to help them identify which they might want to take responsibility for, and to enable them to facilitate local conversations. These asset lists include leisure centres, swimming pools, libraries, cemeteries, community centres, youth centres, sports pavilions and associated facilities, play areas, open spaces, war memorials.
1.05	Stage 1 – Potential applicants are able to access, either electronically or by hard copy, a stage 1 information pack and expression of interest form (see appendix a). Once completed this is then considered by a panel made up of Council and FLVC staff, and if recommended to progress passes through to business planning stage.
1.06	Stage 2 – Applicants are then provided with a business planning application pack and guidance notes (see appendix b). Once completed this is then considered by a panel made up of the Council portfolio holder and a FLVC board member, supported by staff of both organisations. If recommended to progress this then comes back for formal sign off to the relevant Chief Officers and Portfolio Holders prior to legal completion.
1.07	Stage 3 – Model legal agreements are then completed with the applicant including a lease and community benefits agreement (see appendix c).
1.08	To date 103 expressions of interest have been received and approved for 208 community assets. In percentage terms this is 49% of the assets sent out on the community asset transfer list. Of these expressions of interest 12 business plans have been approved for 18 community assets. In percentage terms 12% of the expressions of interest have developed into successful and approved final applications. Of these approved business plans 12 legal agreements are currently in various stages of completion.

	<p>The assets who have business plans approved include Gwernymynydd Village Centre, Trelogan Community Centre, Connahs Quay Allotments, Gwespyr Play Area, Bagillt War Memorial, Connahs Quay Swimming Pool, Argoed Community Centre (including Mynydd Isa Library), Mancot Library, a range of Scout premises, Leeswood Bowling Club and Mold Rugby Football Club. In summary these assets will be protected for the next 27 years subject to sustainability of the community organisation who has taken the asset on. The estimated savings to the Council of transferring these assets are over £0.330m per annum revenue savings, as well as an estimated saving of £0.600m related to not having to maintain these assets in the future.</p>
1.09	<p>In summary the scheme has been a success so far in sustaining a number of community assets and providing significant savings to the Council. If the areas for improvement identified in the report are addressed then it is anticipated that the number of CATs that could be completed in the next twelve months could be doubled to between 14-26. These potentially might include Holywell Leisure Centre, Hope Library, Saltney Library which as well as protecting these assets could save the Council over £0.350m in revenue per annum.</p>
1.10	<p>Larger assets with real risk of future closure such as libraries, leisure centres and community centres have been easier to progress to stage 2 business plans. This is in part because communities see the real need to take on these assets and run them for the benefit of their local communities.</p>
1.11	<p>Smaller assets such as open spaces and play areas have been less successful. This is in part due to lack of understanding by communities of the risk of these not being provided for in the future by the Council and also due to the work required to complete a CAT.</p>
1.12	<p>As the schemes have progressed a number of policy principles have been consolidated and agreed, these are detailed below:-</p> <ul style="list-style-type: none"> <li>• one off revenue support to be considered for set up costs where a service is being retained in addition to an asset;</li> <li>• capital grants to be linked to condition surveys but with flexibility for which elements of the condition survey are addressed by the community organisation;</li> <li>• capital grants to have a maximum amount dependent upon the type of building and the work required from the condition survey;</li> <li>• legal completions for any CAT to be authorised prior to signing and sealing by the Council through a delegated report from the two Chief Officers for Organisational Change, in consultation with both the Deputy Leader and the appropriate service portfolio holder;</li> <li>• where organisations want to retain a local asset and / or service but the Council advises this is not suitable, then consideration under the CAT scheme be given to supporting organisations to adapt an</li> </ul>

	existing building for the uses of the original building, including potential capital grant and one off revenue start up grant if appropriate.
1.13	<p>Learning has been developing as the scheme has progressed and so far the current strengths are seen as:</p> <ul style="list-style-type: none"> <li>• independent advice and support on offer via FLVC;</li> <li>• a simplified three stage application process;</li> <li>• the potential for capital and one off revenue support for start up costs;</li> <li>• model legal agreements;</li> <li>• the delivery of actual asset transfers with robust business models.</li> </ul>
1.14	<p>Areas for improvement are seen as:</p> <ul style="list-style-type: none"> <li>• the need for a lighter touch application for smaller community assets;</li> <li>• better communication and contact with applicants with all correspondence, phone calls and decisions being responded to in a timely fashion;</li> <li>• consistent advice on the most appropriate governance solution for a community organisation;</li> <li>• quicker completion of legal agreements with a maximum time from agreement of business plan to completion of legal agreements set as three months;</li> <li>• with certain types of community assets, being clear about what the Council will retain in future e.g. play areas;</li> <li>• additional independent support from agencies who can enable community organisations to develop external funding bids e.g. Cadwyn Clwyd are considering allocating over £0.050m to support organisations in rural areas who are progressing community asset transfers with this support</li> </ul>

<b>2.00</b>	<b>RESOURCE IMPLICATIONS</b>
2.01	<p><b>Financial Implications</b></p> <p>CATs currently being completed will save the Council over £0.330m of revenue costs per annum as well as over £0.600m estimated as the future costs of maintenance and refurbishment of these buildings.</p>

	<p>Through future leisure centre and library transfers it is estimated that in 2016/17 CATs will be completed that save the Council over an additional £0.350m of revenue costs per annum as well as future costs of maintenance and refurbishment of these buildings.</p> <p>One off revenue has been provided to support the scheme of £0.050m to enable Flintshire Local Voluntary Council to administrate the application process and provide independent support to applicants.</p> <p>One off revenue committed to in 2015/16 to enable organisations to start up their activities is estimated to total £0.069m.</p> <p>Capital grant allocations for projects committed to in 2015/16 are estimated to amount to £0.340m.</p>
2.02	<p><b>Human Resource Implications</b></p> <p>For smaller CATs such as play areas and open space there are no human resource implications.</p> <p>For medium size CATs such as community libraries and community centres there are often implications related to librarians, caretaking and cleaning staff. As the operations proposed by communities are very different to current operations the Transfer of Undertakings Protection of Employment Regulations (TUPE) is considered, in most instances, not to apply and the Council manages through its normal processes including re-deployment and redundancy.</p> <p>For more complex CATs such as leisure centres TUPE does apply and the Council works these through with CAT applicants, trade unions and staff.</p>

<b>3.00</b>	<b>CONSULTATIONS REQUIRED / CARRIED OUT</b>
3.01	Engagement and support is provided to town and community councils and community groups where requested
3.02	Where current user groups or staff are involved in an asset formal engagement and consultation takes place.

<b>4.00</b>	<b>RISK MANAGEMENT</b>
4.01	<p>Key Risks and Mitigation specific to consideration of the plans:</p> <ul style="list-style-type: none"> <li>(1) That the social sector is not strong enough to take on the assets – independent support provided to the sector;</li> <li>(2) That organisations business plans are not robust enough to ensure the CAT is sustainable – independent review by the CAT panel including FLVC is built into the process;</li> </ul>

	<p>(3) The Council is not clear of the risks of a CAT at the point of transfer – all CATs will be signed off in consultation with portfolio holders and these reports will have a full risk assessment included;</p> <p>(4) That the organisation taking on the CAT ‘fails’ – no matter what safeguards are in place organisations may still fail and cease trading, what is in place are safeguards in the CAT legal agreements to ensure the asset returns to the Council and then it will need to be considered alongside all other community assets that are at risk again.</p>
--	---

<b>5.00</b>	<b>APPENDICES</b>
5.01	<p>Appendix A – Stage 1 Community Asset Transfer Pack (follow link)  <a href="#">Community Asset Transfer (CAT) Information Pack</a></p> <p>Appendix B – Stage 2 Business Plan Pack and Guidelines (attached)</p> <p>Appendix C – Stage 3 Model Legal Agreements (attached)</p>

<b>6.00</b>	<b>LIST OF ACCESSIBLE BACKGROUND DOCUMENTS</b>
6.01	<p>Cabinet Report on Community Asset Transfer – 22<sup>nd</sup> March 2016</p> <p><b>Contact Officers:</b> Ian Bancroft / Neal Cockerton  <b>Telephone:</b> 01352 704511  <b>E-mail:</b> <a href="mailto:ian.bancroft@flintshire.gov.uk">ian.bancroft@flintshire.gov.uk</a> / <a href="mailto:neal.cockerton@flintshire.gov.uk">neal.cockerton@flintshire.gov.uk</a></p>

<b>7.00</b>	<b>GLOSSARY OF TERMS</b>
7.01	Alternative Delivery Model (ADM) – A different way of providing the service ranging from shared service through to a social organisation through to external procurement
7.02	Transfer of Undertakings Protection of Employment Regulations (TUPE) – Employees transfer automatically to Cambrian Aquatics with their terms and conditions of employment and continuity of service preserved.
7.03	Community Asset Transfer (CAT) – the transfer of a community asset to a community or social organisation on the basis of a 27 year lease and peppercorn rent.



# COMMUNITY ASSET TRANSFER

Stage 2 Business Model Application Form

# SECTION A

## About You and Your Organisation

1. Please provide the details of the organisation making the application

<b>Name of organisation</b>	
<b>Address of organisation including postcode</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-Mail Address</b>	

2. Please provide details of the contact person in relation to this application who will be the point of contact for all correspondence about this project.

<b>Full Name</b>	
<b>Position in Organisation</b>	
<b>Contact Address (if different from above)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-Mail Address</b>	



**3. Please describe the legal status of the organisation**

<b>What type of organisation are you?</b>	
<b>If you are a partnership please provide details of all the partners involved</b>	
<b>Does the organisation have a written Constitution (Yes/No)?</b>	
<b>When was the organisation established?</b>	
<b>Does the organisation produce an annual report on its activities (Yes/No)</b>	

**4. Please give details of the organisation's structure**

<b>Please identify current Board / Management Committee / Trustees / Directors and Chair</b>	
<b>How often does the governing body meet?</b>	
<b>Please identify how many people are:</b>  <b>Full-Time Staff</b>  <b>Part-Time Staff</b>  <b>Volunteers</b>	

**5. Please give details of the organisations main purpose and current activities**

<p><b>Briefly describe your organisations main aims and objectives</b></p>	
<p><b>What are the current services provided by the organisation?</b></p>	
<p><b>Does the organisation have previous experience of managing an asset?</b></p> <p><b>If yes, please provide details</b></p>	
<p><b>Please provide details of the current financial position of the organisation including copies of accounts for the past three years where they are available</b></p>	

# SECTION B

## Your Model

6. Please provide details of the asset (building or land) you are interested in (name, address etc) and the overall purpose for which you will use the building
7. Will any modifications need to be made to the asset to make it suitable for your purposes? If yes, please describe these modifications
8. Please describe in more detail how you will use the asset and who else will use the asset. If the asset is to be used by user groups and the general public please provide details of user groups and opening times.
9. What charges will there be to use the asset, i.e. entry/hire fees etc?
10. What is the catchment area for the project? What population will the asset serve?
11. Please provide details of how the wider community and service users will be involved in running the asset.
12. Please explain how the use of the asset will benefit the local community e.g:

Meets an existing need resulting from lack of local service	
Employment opportunities	
Income generation	

<b>Training opportunities</b>	
<b>Environmental benefits</b>	
<b>Quality of life benefits</b>	
<b>Community Safety</b>	
<b>Others (please specify)</b>	

**13. Please give details of which key stakeholders were consulted, method of consultation and the support shown for the model.**

<b>Who have you consulted with?</b>	<b>How did you consult with them?</b>	<b>Do they support your plans?</b>
Current asset users		
Local community		
Elected members		
Town or Community Council		
Other local community groups		
Others (Please specify)		

**14. Timescales – please provide indicative timescales for when you would be able to start operating the asset.**

# SECTION C

## Finance

### Revenue and Operating Costs

**15. Financial Information. Please provide a breakdown of costs for the first three years of the model.**

<b>Running costs Years 1 – 3 (provide breakdown for each year)</b>  <b>Salary costs for staff</b>  <b>Breakdown of overheads (Maintenance, heating insurance, council tax etc)</b>  <b>Other Costs</b>	
<b>Projected Total Expenditure for each year</b>  <b>Year 1</b>  <b>Year 2</b>  <b>Year 3</b>	

### Revenue and Operating Income

**16. Financial Information. Please provide a breakdown of income for the first three years of the model.**

<b>Income for Years 1- 3 (provide breakdown for each year)</b>  <b>Trading activities</b>	
---	--

<b>Fund raising activities</b>	
<b>Other forms of income</b>	
<b>Total Income for each year</b>	
<b>Year 1</b>	
<b>Year 2</b>	
<b>Year 3</b>	

## Overall Revenue Position

**17. Financial Information. Please provide a summary of profit/ loss for the first three years of the model based on your answers to 15 and 16.**

<b>Net Profit / Loss for each year</b>	
<b>Year 1</b>	
<b>Year 2</b>	
<b>Year 3</b>	
<b>If you are projecting a loss how do you propose that this is managed? (In some circumstances the Council may consider providing some initial</b>	

revenue support but even if this occurs this will be time limited)	
--	--

**Capital Requirements including Modifications, Major Maintenance and Refurbishment**

If your business model involved access to external funding, please give details in questions 18, 19 and 20.

**18. Please provide a summary of what you estimate to be the main requirements with a summary and cost estimate**

<b>Modifications</b>	
<b>Major Maintenance and Refurbishment</b>	
<b>Total</b>	



**19. What funding have you obtained so far?**

<b>Funding Source</b>	<b>Date of Application</b>	<b>Amount</b>

**20. What funding have you applied for but are still awaiting a response including any request for the Council to support these costs?**

<b>Funding Source</b>	<b>Date of Application</b>	<b>Amount</b>

**21. Provide details of any other sources of funding you might have access to, i.e. voluntary donations, borrowing etc.**

# SECTION E

## Management Issues

### 22. Marketing Plan

Please describe how you will market the services to be provided from the asset.

### 23. Management Plan For The Asset

Please provide information on how the asset will be managed to ensure overall compliance with statutory requirements and to ensure it remains fit for purpose.

## **24. Monitoring**

**Please describe how the business model will be monitored and evaluated.  
Describe how this monitoring will be used to improve service delivery.  
Describe how the long term impact of the business model will be evaluated.**

## **25. Risk Analysis**

**Please identify the main risks to your project and the action you will take to mitigate their effect.**

# SECTION F

## Declarations

<b>On behalf of (Enter organisation/individual Name)</b>	
--	--

**I/We declare that all the information and statements contained within this application are true.**

<b>Primary Contact Name (Print)</b>	<b>Signature</b>	<b>Date</b>

<b>Chair of Organisation Name (Print)</b>	<b>Signature</b>	<b>Date</b>

**Please tick the box to confirm that the asset will NOT be operated as a commercial/private sector enterprise**

Completed applications should be sent to Flintshire Local Voluntary Centre, Corlan, Unit 3, Mold Business Park, Mold, Flintshire CH7 1XP and marked '**Community Asset Transfer**'. Remember to include a copy of your constitution and any financial accounts with your application and any other information you feel may be appropriate in support of your application.

# Community Asset Transfer – Stage 2 Business Model Application Form

## Guidance Notes On Completion

This application is to be submitted after the Stage 1 Application (Expression of Interest) has been approved by an assessment panel. The Stage 2 Application Form aims to ask you for all the information that the Council will need to make a decision. Please provide as much information as possible for each section to ensure that the Council can effectively process your application. Please write 'not applicable' if a section does not apply to you. If you need to provide more information than the space allows please provide additional sheets clearly marked with the applicants name, project, page number and question being answered.

The information required to complete this form may be drawn from a range of existing documentation including:

- ❖ Business Plan
- ❖ Annual Reports etc
- ❖ Constiution of the Organisation

While the Council will accept additional documents such as business plans as part of an application it will use this form as the primary document so please ensure it is fully completed. The Council will require a copy of your constitution and accounts where they are available a part of this application.

## Section A – About You and Your Organisation

The purpose of this section is to gather information on the legal status, structure, purpose and experience of you and your organisation to assist the Council in making a decision on the suitability for taking on the responsibility of an asset under the Community Asset Transfer Policy.

In this section:

**Q3**–The Organisation must be able to show it is appropriately constituted (or is in the process of constituting) and that its constitution allows for the management/ownership of an asset.

The Organisation must also describe who else will work with it to deliver the project and the relationship it has with these partners.

**Q4** – Please provide details of your organisations structure.

**Q5** – The organisation should also be able to demonstrate that:

- ❖ It has a clear purpose
- ❖ It has the skills and capacity to effectively deliver services and manage the asset
- ❖ It has a proven track record of community involvement
- ❖ It has previous successful experience in managing an asset.

## **Section B – Your Model**

This section deals with the asset itself and seeks to establish what you want the asset for and who will benefit from the transfer.

**Q6** – It is important that your organisation has a clear vision of what it needs in terms of space and facilities. Please provide on business plan for each asset (however if you are applying for a number of the same assets e.g. play areas these can be grouped in one)

**Q7** – Before you apply for an asset you need to be sure that it will meet your needs or can be modified to meet your needs.

**Q8** –The application should describe how you will use the asset. Information on opening/closing times and planned users of the building will be required

**Q9** – Information on any charges for using the asset by the public is required.

**Q10** –Details on the catchment area for your proposal is required. Consider who will be able to use the asset. The proposed use should ensure extensive reach into the community and should be open to all. In all cases applications will be expected to demonstrate how they will ensure they are inclusive.

**Q11** – The application should show how the wider community and service users will be involved in running the project and how this will help to improve community cohesion and reduce inequalities.

**Q12** – The application should describe the benefits that will arise to the local community from the transfer of the asset. The proposed use should maximise opportunities to ensure economic sustainability, for example through income generation, establishment of social enterprises or the renting out of space and facilities to other community organisations.

**Q13** – Please provide information regarding anyone who has been consulted about the proposed transfer and the overall support shown for the model. It is very important that all stakeholder groups are consulted along with the local Elected Members/Town and Community Councils.

**Q14** – The organisation/individual will need to show that it has realistic plans in place for transferring the asset and getting the project up and running.

## **Section C – Finance**

It is important that any project is able to show that it will be financially viable in the long term. The application form requires a financial plan covering three years.

This section provides the evidence to allow the Council to make a judgement on the financial viability of the project.

Revenue and Operating Costs:

**Q15** – Please provide a breakdown of costs for the first three years of the model.

Revenue and Operating Income:

**Q16** – Please provide a breakdown of income for the first three years of the model.

Overall Revenue Position

**Q17** – Please provide an overall summary of the revenue profit / loss

Capital Requirements for Modification, Major Refurbishment /Maintenance

**Q18** – Please identify any costs you have identified.

**Q19** – Please provide details of any funding you have already obtained in relation to the proposed model.

**Q20** – Please also provide details of any funding applications that are still outstanding.

**Q21** - Provide details of any other sources of funding you might have access.

## **Section E – Management Issues**

**Q22** – The organisation/individual should outline robust plans for marketing the asset and the services to be provided from it.

**Q23** – An outline management plan for the asset will also be required showing how the asset will be managed on a day to day basis.

Any organisation taking on an asset must consider how the asset will be managed to ensure that all statutory requirements are met and that the asset remains safe and fit for purpose.

Consider how you will manage repairs, both major and minor. The authority will share with you any available information regarding the condition of the property, together with previous maintenance/running costs as available. The maintenance and repair thereafter will be the responsibility of the organisation.

When considering maintenance issues don't forget the routine servicing of boilers, plant and other equipment.

What plans does the organisation have for potential alterations or adaptations?

Consider how you will provide effective security for the asset.

The management plan should also set out what policies you need in place and how these are going to be completed to cover such issues as Health and Safety etc.

**Q24** – Consider how the impact of the model will be monitored and evaluated. How will this monitoring be used to improve service delivery?

**Q25** – Before going ahead with an application organisations/individuals should consider the risks associated with the transfer, the potential for these risks occurring, the likely impact of these risks if they did occur and actions that can be taken to mitigate the effect of each risk. As part of their application organisations/individuals will need to show they have effective plans in place to manage risk.

## **Section F – Declarations**

Two representatives of the organisation making the application should sign it. One should be the Chair of the organisation.

The Council's policy on Community Asset Transfer explicitly excludes transfer to a purely commercial venture. The organisation/individual is required to confirm that the asset will not be operated as a commercial/private sector enterprise.



**(1) FLINTSHIRE COUNTY COUNCIL**

- and -

**(2) .....**

**LEA S E**

**Property:**            **Land and premises known as the**  
.....  
.....

**Term:**                **27 years**

**Gareth Owens  
Chief Officer (Governance)  
Flintshire County Council  
County Hall  
Mold  
Flintshire  
CH7 6NR**

**File Ref:**

---

**Table of contents**

Clause heading and number

---

**1. DEFINITIONS AND INTERPRETATION**

**2. DEMISE RENTS AND OTHER PAYMENTS**

**3. TENANT'S COVENANTS**

**4. LANDLORD'S COVENANTS**

**5. INSURANCE**

**6. PROVISOS**

**7. LANDLORD'S POWERS**

**8. NEW TENANCY**

**CONTRACTS (RIGHT OF THIRD PARTIES) ACT**

**CHARITY**

**11. DISPUTE RESOLUTION PROCEDURE**

**12. TENANT BREAK**

**13. LANDLORD BREAK**

**14. CESSER OF LIABILITY**

**SIGNATURE PAGE**

**SCHEDULE 1**

**PART 1 – THE PROPERTY**

**PART 2 – THE RETAINED LAND**

**SCHEDULE 2**

**RIGHTS GRANTED**

**SCHEDULE 3**

**RIGHTS EXCEPTED AND RESERVED**

**SCHEDULE 4**

**LANDLORD'S PROPERTY**

**SCHEDULE 5**

**SCHEDULE OF CONDITION**

**SCHEDULE 6**

**SECURITY SPECIFICATION**

**LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE**

<b>LR1</b>	<b>Date of lease:</b>		20 .....
<b>LR2</b>	<b>Title number(s):</b>	<b>LR2.1</b>	<b>Landlord's title number(s): .....</b>
		<b>LR2.2</b>	<b>Other title number(s):</b> None
<b>LR3</b>	<b>Parties to this lease:</b>		
	<b>Landlord:</b>		Flintshire County Council of County Hall, Mold, Flintshire.
	<b>Tenant:</b>		..... (Company Registration Number: .....) whose registered office is at .....
	<b>Surety:</b>		None
	<b>Other parties:</b>		None
<b>LR4</b>	<b>Property:</b> (referred to in the remainder of this lease as the "Property")		Please see the definition of "Property" in clause 1.1
<b>LR5</b>	<b>Prescribed statements etc:</b>	<b>LR5.1</b>	Please refer to clause 10
		<b>LR5.2</b>	None
<b>LR6</b>	<b>Term for which the Property is leased:</b> (referred to in the remainder of this lease as the "Term")		From and including for twenty seven years 20 ...
<b>LR7</b>	<b>Premium:</b>		None
<b>LR8</b>	<b>Prohibitions or</b>		This lease contains a provision that

	<b>restrictions on disposing of this lease:</b>		prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc:</b>		
		<b>LR9.1</b>	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:  None
		<b>LR9.2</b>	Tenant's covenant to (or offer to) surrender this lease:  None
		<b>LR9.3</b>	Landlord's contractual rights to acquire this lease:  None
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:</b>		None
<b>LR11</b>	<b>Easements:</b>		
		<b>LR11.1</b>	Easements granted by this lease for the benefit of the Property:  The easement(s) set out in schedule 2 to this lease
		<b>LR11.2</b>	Easements granted or reserved by this lease over the Property for the benefit of other property  The easement(s) set out in schedule 3 to this lease
<b>LR12</b>	<b>Estate rentcharge burdening the Property:</b>		None
<b>LR13</b>	<b>Application for standard form of</b>		The Parties to this lease apply to enter the following standard form of restriction

**restriction:**

against the title of the Property:

"No disposition of the registered estate by the proprietor of the said registered estate is to be registered without a written consent signed by Flintshire County Council that the provisions of clause 3.12 of a Lease dated 2015 made between Flintshire County Council (1) ..... (2) have been complied with."

**LR14 Declaration of trust where there is more than one person comprising the Tenant:**

Not applicable

THIS LEASE is made the ..... day of .....2015

**BETWEEN:**

- (1) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire. ("the Landlord")
- (2) ..... (Company Registration Number: .....) whose registered office is ..... ("the Tenant")

**NOW IT IS HEREBY AGREED** as follows:-

**PART A: PRELIMINARY**

**1. Definitions and Interpretation**

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

- "Amenities"** drainage water gas electricity telephone and any other services or amenities of like nature;
- "Buildings"** means all buildings, structures and other erections whether temporary or permanent that are in the course of being constructed or have already been constructed in on or under the Property;
- "Community Benefit Agreement"** means the Agreement made between the (1) Landlord and (2) the Tenant of even date in relation to the monitoring and reporting of social value outcomes in respect of the operation and activities to be carried out by the Tenant at the Property;
- "Conduits"** gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;
- "Dispute Resolution Procedure"** the procedure set out in clause 11 of the Lease;
- "Environment Acts"** the Environmental Protection Act 1990 the Environment Act 1995 the Water Resources Act 1991 the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;
- "Fixtures and** all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central

<b>Fittings"</b>	heating air conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling of computer systems and any other apparatus from time to time in or upon the Property;
<b>"Independent Surveyor"</b>	A Fellow of the Royal Institution of Chartered Surveyors with at least ten years' experience in valuing properties similar to the Property;
<b>"Insured Risks"</b>	means fire smoke damage lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes damage by aircraft and other aerial devices or articles dropped therefrom riot and civil commotion labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters Provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Tenant considers reasonable then during such period such risk or risks are deemed to be excluded from the definition of " <b>Insured Risks</b> ";
<b>"Interest"</b>	interest at the rate of two (2) per cent per annum above NatWest plc Base Rate for the time being in force (both before and after any judgment) such interest or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;
<b>"Landlord's Property"</b>	land and buildings including the Property registered at the Land Registry under Title Numbers .....
<b>"Law"</b>	any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;
<b>"Lease"</b>	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;
<b>"Necessary"</b>	means those authorisations in valid form which are necessary lawfully to carry out the demolition of any

<b>"Consents"</b>	Buildings including without limitation and where necessary (1) planning permission and approval of reserved matters; (2) building regulation consents and byelaw approvals; (3) the requirements of all competent authorities regulating the Property and/or its use; (4) all necessary orders for the stopping-up or diversion of highways or footpaths; and (5) the consents of all parties having interests in or rights over the Property who in the absence of such consent could impede the demolition of any Buildings by its lawfully exercising their powers;
<b>"Outgoings"</b>	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);
<b>"Plan"</b>	the plan annexed to this Lease;
<b>"Planning Acts"</b>	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
<b>"Premises Acts"</b>	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
<b>"President"</b>	the President of the Royal Institution of Chartered Surveyors or any person authorised to act on his behalf;
<b>"Property"</b>	the property described in Part 1 Schedule 1;



<b>"Reinstatement Value"</b>	the full cost of reinstating the Property including:- <ul style="list-style-type: none"> <li>(a) temporarily making the Property safe and protecting any adjoining structures;</li> <li>(b) debris removal demolition and site clearance;</li> <li>(c) obtaining planning and any other requisite consents or approvals;</li> <li>(d) complying with the requirements of any Law;</li> <li>(e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement;</li> <li>(f) all construction costs;</li> <li>(g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);</li> </ul>
<b>"Rent"</b>	a peppercorn;
<b>"Retained Land"</b>	the adjoining land of the Landlord described in Part 2 Schedule 1;
<b>"Schedule of Condition"</b>	the photographic schedule of condition annexed to Schedule 5 of this Lease
<b>"Security Specification"</b>	the security specification set out in Schedule 6 below
<b>"Term"</b>	27 years from and including the Term Commencement Date;
<b>"Term Commencement Date"</b>	[ 2015 ];
<b>"Termination Date"</b>	the date of expiration or sooner determination of the Term;
<b>"the 1954 Act"</b>	the Landlord and Tenant Act 1954;
<b>"the 1995 Act"</b>	the Landlord and Tenant (Covenants) Act 1995;
<b>"VAT"</b>	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or

other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or knowingly suffer such action to be done;
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them;
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12;

- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;
- 1.2.12 a consent of the Landlord shall be valid if it is either:
- (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
  - (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and
- if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;
- 1.2.13 any notice given to the Landlord or the Tenant shall not be valid unless it is in writing;
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to their servants agents and contractors and includes a right of entry with workmen equipment and materials;
- 1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it;
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord and their servants agents and contractors;
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;

- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:
- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
  - (b) the arbitrator has no power:
    - (i) to order rectification setting aside or cancellation of this Lease;
    - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
    - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;
- 1.2.26 if any matter in this Lease is to be determined by an arbitrator:
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
  - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
  - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other

party was obliged to pay from that other party as a debt recoverable on demand;

1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-

- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and
- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

## **2. Demise Rents and Other Payments**

2.1 The Landlord with full title guarantee demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever the Rent (if demanded).

2.2 The Property is demised:-

2.2.1 together with the rights specified in Schedule 2;

2.2.2 excepting and reserving to the Landlord as specified in Schedule 3; and

2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4 so far as they relate to the Property and are still subsisting and enforceable .

## **3. Tenant's Covenant**

The Tenant covenants with the Landlord as follows:-

### **3.1 Rent and Payments**

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

## 3.2 Outgoings

- 3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of the Retained Land as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;
- 3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges).
- 3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

## 3.3 Repair and Upkeep

- 3.3.1 At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) in a state of good and substantial repair and condition and decoration and to renew and replace the same in so far as shall be necessary in order to comply with the obligation to keep the Property in good and substantial repair provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured Risks
- 3.3.2 Notwithstanding the provisions of 3.3.1 above, the Tenant shall not be required to maintain the Property in a better condition than at the date of this Lease as evidenced by the Schedule of Condition
- 3.3.3 [To maintain the boundaries marked with an inward 'T' on the Plan in good repair and condition to the satisfaction of the Landlord]
- 3.3.4 To keep the Property clean and tidy;
- 3.3.5 [The Tenant shall decorate the exterior of the Property every three years and the interior of the Property every five years during the term in a good and workmanlike manner to the satisfaction of the Landlord]
- 3.3.6 To notify the Landlord if any structural damage occurs to the Property as soon as reasonably practicable after becoming aware of the same.

3.3.7 At all times during the Term to maintain an appropriate telephone line between the alarm and security system serving the Property and the Landlord's security provider from time to time.

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) at reasonable times and upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term;

3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the Tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the period of 56 days after the service of the Repair Notice;

and if the Tenant fails satisfactorily to comply with such notice in accordance with 3.4.2 above the Landlord and all persons authorised by the Landlord are entitled at reasonable times and on reasonable prior notice to the Tenant (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the reasonable and proper expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord within twenty-one (21) days of written demand;

3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.5 of the occurrence of structural damage to the Property to view and examine the state of repair and condition of the Property;

3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;

- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease, the Project Agreement or otherwise);
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant);

### 3.5 Alterations and Additions

- 3.5.3 Not to commit any act of waste;
- 3.5.4 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures or other areas for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
  - 3.5.4.1 such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority; and/or
  - 3.5.4.2 such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property; and/or
  - 3.5.4.3 such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property;
- 3.5.5 As part of the application to the Landlord for its consent pursuant to Clause 3.5.4 the Tenant shall:-
  - 3.5.5.1 submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any



representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.4.1 3.5.4.2 and 3.5.4.3;

- 3.5.5.2 make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause 3.5.5.1 above;
- 3.5.5.3 covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require;
- 3.5.6 In relation to any works permitted pursuant to Clauses 3.5.4 and 3.5.5 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord;
- 3.5.7 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.4 and 3.5.5 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term;
- 3.5.8 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord or any occupiers of any part or parts of the Retained Land;
- 3.5.9 Not to carry out any erection alteration addition or variation which hinders access to a Conduit;

### 3.6 Signs and Advertisements

- 3.6.3 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:
  - (a) are required by Law to be affixed or displayed; or
  - (b) do not require planning permission; or

(c) are necessary or usual for the authorised use of the Property;

3.6.4 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

### 3.7 Statutory Obligations

3.7.3 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of it or the use of any Fixtures and Fittings in it;

3.7.4 As soon as reasonably practicable after becoming aware of the same to give written notice to the Landlord of anything arising or being in the Property which may give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

3.7.5 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

3.7.6 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations;

3.7.7 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

### 3.8 Yield Up

3.8.3 Subject to clause 3.8.4, on the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

3.8.4 The Tenant may give written notice to the Landlord not less than six months before the Termination Date of its intention to demolish all Buildings. The Tenant shall at its own cost:

3.8.4.1 obtain all Necessary Consents before commencing any such works;

- 3.8.4.2 observe and perform any conditions attached to the Necessary Consents in carrying out the demolition works;
- 3.8.4.3 demolish all Buildings and make good all damage to the Property (including the clearance and removal of all rubble) to the reasonable satisfaction of the Landlord,

PROVIDED THAT the Landlord may within 20 working days of receipt of a notice served pursuant to this clause indicate to the Tenant that it requires the Tenant to leave the Property in situ and comply with the covenant in Clause 3.8.3.

### 3.9 Use

- 3.9.3 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by Clause 3.9.5 shall not be a breach of this Clause;
- 3.9.4 Not to use the Property for any illegal or immoral purpose;
- 3.9.5 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:
  - 3.9.5.1 for the purposes of a community centre serving local neighbourhood needs and for the Tenant to perform and deliver its obligations under the Community Benefit Agreement ; and
  - 3.9.5.2 for the delivery of specialist delivery and vocational workshops and general community purposes which may include (without limitation) , a business incubation centre for social enterprises, general office use, cafe/growing area and other community activities which are ancillary to the use permitted under Clause 3.9.3(a)

PROVIDED THAT while the Community Benefit Agreement is subsisting the Tenant's use of the Property in accordance with this clause 3.9.5 shall be in accordance with the terms and conditions of the Community Benefit Agreement.

- 3.9.4 To inform the Landlord promptly if the Tenant no longer occupies the Premises.

### 3.10 Planning and Environmental Matters

- 3.10.3 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise;

- 3.10.4 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property;
- 3.10.5 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development;
- 3.10.6 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant;
- 3.10.7 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

### 3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

### 3.12 Dealings

- 3.12.3 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation or part with possession of part of the Property on a strictly sessional basis with or to a body or individual providing services or facilities which are within the uses referred to in clause 3.9.5 where no relationship of landlord and tenant arises as a result of such occupation;
- 3.12.4 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;
- 3.12.5 Not to assign or transfer any part or parts or the whole of the Property;
- 3.12.6 Not to underlet the whole of the Property;
- 3.12.7 Not to underlet any part or parts of the Property without the prior written consent of the Landlord and the parties agree that:
  - 3.12.7.1 the Landlord may not unreasonably withheld or delay its consent to a proposed underletting where the underlease is in form which is not inconsistent with the terms of this Lease

- 3.12.7.2 any underlessee shall prior to occupation enter into a formal commitment with both the Tenant and the Landlord to offer work placement or employment or similar opportunities or health related services to people resident within the local community ;
- 3.12.7.3 the maximum term (including any option to renew) of any underlease granted pursuant to this Clause 3.12.5 will be 3 years;
- 3.12.7.4 the Landlord may reasonably withhold consent where the written commitment has not been received from the proposed underlessee as required by clause 3.12.5 (b) above
- 3.12.7.5 the Tenant shall not underlet any part or parts of the Property unless, before the underlease in question is granted, the Tenant has given the Landlord:
  - 3.12.7.5.1a certified copy of the notice served on the undertenant, as required by section 38(A)(3)(a) of the 1954 Act, applying to the tenancy to be created by the underlease;
  - 3.12.7.5.2a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38(A)(3)(b) of the 1954 Act; and
  - 3.12.7.5.3a direct deed of covenant from the undertenant in a form approved by the Landlord (acting reasonably) in favour of the Landlord whereby the undertenant covenants to comply with the tenant's covenants contained in the underlease;
- 3.12.7.6 any underletting by the Tenant shall be by deed and shall include an agreement between the Tenant and the undertenant that the provisions of section 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;
- 3.12.7.7 the Tenant shall not grant any lease or rights to a telecommunication company or operator where the use of any equipment to be installed on the Property is intended to be used or made available for use by the general public;
- 3.12.8 Not to charge the whole or any part or parts of the Property without the Landlord's written consent (such consent not to be unreasonably withheld or delayed).

### 3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give notice of it to the Landlord as soon as reasonably practicable after becoming aware of the same.

### 3.14 Indemnity

3.14.3 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease;

3.14.4 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.3 occurring or arising.

### 3.15 Costs

To pay to the Landlord within twenty-one (21) days of written demand all reasonable and proper costs charges and expenses (including reasonable and proper legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) which are properly incurred by the Landlord:-

3.15.3 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within three (3) months after the Termination Date;

3.15.4 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable);

3.15.5 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether

or not the Landlord proves such matters by proceedings in any Court.

### 3.16 VAT

3.16.3 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;

3.16.4 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is recoverable by the Landlord as an input in relation to supplies to the Landlord.

### 3.17 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 30 days of the date when such sums became due or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

### 3.18 3<sup>rd</sup> Party Usage

3.18.3 To honour and discharge all 3<sup>rd</sup> party bookings relating to usage of the Property arranged prior to the Term Commencement Date for a period of 12 months from the Term Commencement Date

3.18.4 Not to increase charges in relation to any 3<sup>rd</sup> party sessional use or occupation granted pursuant to clause 3.12.1 for a period of 12 months from the Term Commencement Date

### 3.19 Landlord's Property

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to any breach of them

## 4 Landlord's Covenants

The Landlord covenants with the Tenant:-

### 4.4 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or anyone who derives title from the Landlord or any person rightfully claiming through or under or in trust for the Landlord.

### 4.5 Insurance and Insurance Contribution

The Landlord shall:

4.5.3 not do or omit anything as a result of which any policy of insurance of the Property may become void or voidable or otherwise prejudice, or the payment of any policy money may be withheld, nor (unless the Landlord has previously notified the Tenant and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

4.5.4 pay the Tenant an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Landlord or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them in payment of the costs and expenses incurred by the Tenant in complying with its rebuilding and reinstatement obligations at Clause 5.4.5 of this Lease within 14 days of receipt of a written demand for payment from the Tenant.

[4.3 To maintain the existing security and CCTV provision at the Property for a period of 3 years from Term Commencement Date in accordance with the Security Specification and thereafter such provision shall be at the discretion of the Landlord]

## 5 Insurance

5.4 The Tenant covenants with the Landlord:-

5.4.3 to keep the Property insured on a composite co-insured basis with the Tenant and the Landlord named as co-insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time;



- 5.4.4 to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;
  - 5.4.5 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely;
  - 5.4.6 to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);
  - 5.4.7 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.
- 5.5 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks.
- 5.6 The Tenant may terminate this Lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this Lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the Tenant's covenants of this Lease. Any proceeds of the insurance shall belong to the Landlord.

## **6 Provisos**

### **6.4 Re-Entry**

Where there occurs a breach by the Tenant of any of the covenants of this Lease and the Landlord has served written notice specifying such

breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

#### 6.5 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

#### 6.6 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

6.6.3 the final words of section 196(4) "and that service ..... be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;

6.6.4 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;

6.6.5 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;

6.6.6 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

#### 6.7 Exclusion of S.62 L.P.A.

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over the Retained Land or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.

#### 6.8 Governance

6.8.3 This Lease and any non-contractual obligation arising out of or in connection with it is governed by English and Welsh law.

6.8.4 The parties submit to the exclusive jurisdiction of the High Court of Justice in England and Wales.

#### 6.9 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.9.3 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.9.4 The Tenant confirms that:

6.9.4.1 the Landlord served on the Tenant a notice (the "**Notice**") applicable to the tenancy created by this Lease on [ ] in accordance with section 38A(3)(a) of the 1954 Act; and

6.9.4.2 the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on [ ] in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

## 7 **Landlord's Powers**

7.1 The Landlord enters into this Lease pursuant to its powers under sections 111, 120 122 and 123 of the Local Government Act 1972 Section 1 of

the Localism Act 2011 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.

7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

## **8 New Tenancy**

This Lease is a new tenancy for the purposes of the 1995 Act.

## **9 Contracts (Rights of Third Parties) Act**

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **10 Charity**

The Property will as a result of this Lease be held by ..... a non exempt charity and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply to the Property (subject to section 117(3) of that Act).

## **11 Dispute Resolution Procedure**

11.4 If the parties fail to agree on the amount of any payment due from either party to the other under this Lease then either party may refer the matter to an Independent Surveyor.

11.5 The Independent Surveyor shall be appointed jointly by the parties, but in default of agreement either party may apply to the President requesting the appointment of an Independent Surveyor.

11.6 If the appointed Independent Surveyor dies or becomes unwilling or incapable of acting then either the Landlord or the Tenant may apply to the President to discharge the appointed Independent Surveyor and to appoint a replacement.

11.7 The Independent Surveyor shall act as an arbitrator in accordance with the Arbitration Act 1996.

11.8 The Landlord and the Tenant agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within fourteen days after a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.

**[12. Tenant's right to terminate this Lease**

- 12.1 The Tenant may terminate this Lease on the fifth anniversary of the Term Commencement Date by giving to the Landlord not less than six months' prior written notice but only if on the expiration of the notice, the Tenant has given up occupation of the Premises free from any right of occupation of a third party.
- 12.2 On the expiry of the notice, this Lease will terminate, but without affecting any liability of the Tenant arising from a breach of covenant or condition which has occurred before then.]

**[13. Landlord's right to terminate this Lease**

- 13.1.1 The Landlord may terminate this Lease at any time during the Term in its absolute discretion upon the termination of the Community Benefit Agreement for whatever reason
- 13.1.2 The right of termination may be exercised by the Landlord by giving to the Tenant not less than six months' notice to that effect.
- 13.1.3 On the expiry of the notice, this Lease will terminate and the Tenant shall give up occupation of the Premises free from any right of occupation of a third party
- 13.1.4 Termination of the Lease under this provision shall occur without affecting any liability of either party arising from a breach by that party of a covenant or condition which has occurred before then.]

**14 Cesser of liability in respect of covenants**

A party who was formerly the Landlord is to cease to be liable to perform and observe the covenants and conditions on the part of the Landlord contained in this Lease at and from the date of an assignment of the immediate reversion to this Lease.

**15. Limitation of Liability**

It is agreed that:

- 11.8.3.1 no liability will attach to any person named in this Lease as being part of the Tenant for any breach of the Tenant's obligations which happens after the Term has ceased to be vested in that person;
- 11.8.3.2 the liability of the Tenant or any charity trustee with general control and management of the Tenant for any breach of the Tenant's obligations will be limited to the amount of the realised value of the Tenant's assets that are vested in the charity trustees as trustees of the Tenant and nothing contained in this Lease will entitle the Council to pursue exercise or enforce any right or remedy for any breach against the personal estate property effects or assets of any person or persons from time to time comprising the Tenant or being a charity trustee (as described above) or

against any assets vested in such person which do not form part of the Tenant's assets;

- 11.8.3.3 the liability of the Tenant and of the charity trustees with general control and management of the Tenant to observe and perform the Tenant's obligations and their liability in respect of any breach of the Tenant's obligations will be joint only and not several

## **16 Community Benefit Agreement**

The parties hereby covenant with one another to observe and perform the mutual obligations contained in the Community Benefit Agreement.

**EXECUTED AS A DEED** by the parties on the date which first appears in this Lease.

**EXECUTION PAGE**

The Common Seal of **FLINTSHIRE COUNTY COUNCIL** was hereunto affixed in the presence of:-

CHAIR

CHIEF OFFICER (GOVERNANCE)  
/SENIOR SOLICITOR

EXECUTED (but not delivered until the date hereof) AS A DEED by .....

.....  
**Director**

in the presence of:-

Witness  
name.....  
Witness signature.....  
Address.....  
.....

## **SCHEDULE 1**

### **Part 1 – The Property**

**ALL THAT** buildings known as the .....  
..... shown edged red on the Plan including the  
following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant).

### **Part 2 – The Retained Land**

The land and premises shown edged blue on the Plan and any land now or in the future in the ownership of the Landlord at adjacent or near the Property.



## **SCHEDULE 2**

### **Rights Granted**

#### **1. Services**

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon the Retained Land **PROVIDED** that the Landlord has the right at any time or times during the Term:-

- 1.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant; and
- 1.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible).

#### **2. Support**

A right of support and protection to the Property from the Retained Land.

#### **3. Access to Retained Land**

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property subject to the Tenant:-

- 3.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 making good as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right.

## **SCHEDULE 3**

### **Rights Excepted and Reserved**

#### **1. Services**

The right to connect into and pass Amenities to and from the Retained Land and any other adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant.

#### **2. Access to Property**

The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

2.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property where not otherwise reasonably practicable; and

2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance and inconvenience as reasonably possible to the operation of the school and the other activities on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.

#### **3. Community Benefit Agreement**

The right to enter the Property to exercise any of the Landlord's rights or to discharge any of the Landlord's obligations pursuant to the Management Agreement.

#### **[4. Polling Station**

Throughout the Term the right to use the Property, upon giving the Tenant reasonable notice in writing, as a polling station for all elections including, but not limited to, general, local and Police and Crime Commissioner elections at no cost to the Landlord]

## **SCHEDULE 4**

### **Landlord's Property**

1. Details of title of Landlord's Property.

All that freehold property known as the .....  
comprised within title numbers .....

**SCHEDULE 5**

**Schedule of Condition (if applicable)**

**SCHEDULE 6**

**Security Specification**

Property	Security Services	Service Specification
	Alarm Monitoring	A monitoring service of the intruder alarm system. This service is 24hrs a day 365 days per year.
	Keyholder Collection and / or Response	Alarm response service to enable resetting of alarms in the event of activation. Site to provide keyholder details to security service for emergency call out. Security will only pick up a designated keyholder from within the Flintshire boundary.
	Intruder / Fire alarm maintenance	Security service will provide maintenance cover for system and liaise with alarm maintenance provider for annual service to systems on site.
	Dual-com, secondary alarm signalling unit.	Vandalism to sensors or equipment is chargeable to the site as it is not covered under the maintenance contract.
		The Dual-com alarm signalling unit fitted at the centre will be maintained by .....

**This page is intentionally left blank**

DATED

2015

---

**FLINTSHIRE COUNTY COUNCIL**

- to -

**COMMUNITY BENEFIT AGREEMENT**

Relating to

The ongoing community use of premises known as

**Gareth Owens  
Chief Officer (Governance)  
Flintshire County Council  
County Hall  
Mold  
Flintshire  
CH7 6NR**

**File Ref:**

**THIS DEED** is made on

2015

- (1) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire. (“the Council”); and
- (2) .....(Company No.....) whose registered office is .....trading as (“the Provider”)

**RECITALS**

- 1 The Provider has requested that the Council grants the Lease to enable it to deliver the Services to its Service Users.
- 2 The Council is willing to grant the Lease to the Provider provided that the Provider uses its reasonable endeavours to maximise achievement of the Outcomes and report on this in each year of the Lease and on that basis the parties have agreed to execute this deed supplemental to the provisions of the Lease

**WHEREBY IT IS AGREED as follows:**

**1 Definitions and Interpretation**

- “the Council’s Designated Officer”** the person specified in the Schedule hereto or such other person so appointed from time to time.
- “the Lease”** a lease of the Premises granted by the Council to the Provider on the date of this Agreement
- “Person”** includes an individual, partnership, company and unincorporated and incorporated associations.
- “Premises”** means the .....



<b>“Services”</b>	the delivery of services of general benefit to the community from the Premises.
<b>“Outcomes”</b>	the outcomes sought to be achieved by the Provider through the use of the premises for the provision of the Services to its Service Users
<b>“Service Users”</b>	users of the Premises who have the Services delivered to them by the Provider
<b>“Working Day”</b>	any day Monday to Friday (excluding Bank and other public holidays) between the hours of 9.00am and 5.00pm when the Council’s main offices are open for business.

- 1.1 Masculine gender includes the feminine and singular includes the plural.
- 1.2 Where applicable expressions used in this Agreement shall have the meaning given to them in the Schedule to this Agreement. In the event of any conflict between the terms of this Agreement and any Schedule to this Agreement the terms of this Agreement shall prevail.

**2 Delivery of Outcomes by the Provider and Contributions by the Council**

- 2.1 In consideration of the Council granting the Lease (the Provider) shall use its reasonable endeavours to maximise achievement of the Outcomes in each calendar year of the Contract Period through the delivery of the Services to its Service Users at the Premises. .
- 2.2 Without prejudice to the provisions of Clause 7 the Provider will supply documentary evidence to the Council as to what Outcomes have been achieved in each calendar year of the Contract Period no later than the Last Working Day in [May] during the Contract Period.
- [2.3 Provided that the Provider is not in breach of its obligations to the Council contained within this Agreement and those contained within the Lease the Council shall make the following contributions to the Provider towards its initial costs of operating from the Premises –

(Capital Payment Terms) ..... ]

2.4 In the event that the Provider is in breach of its obligations to the Council contained within this Agreement or those contained within the Lease the Council shall not be obliged to make the contributions to the Provider specified in clause 2.3 until any such breach has been remedied to the reasonable satisfaction of the Council.

**3 Liability and Insurance**

3.1 The Provider shall keep the Council indemnified and held harmless from and against all actions, proceedings, costs, compensation, expenses, demands, loss and damage whatsoever arising out of or in connection with the acts or omissions of the Provider in relation to this Agreement except where the same shall arise from the breach, default, negligence or wilful misconduct of the Council.

3.2 Nothing in this agreement shall seek to exclude liability for death or personal injury resulting from any act, default or negligence of the Provider, any liability that cannot lawfully be excluded or limited or any liability to the extent satisfied by or recoverable under any insurances held by the Provider.

3.3 The Provider undertakes and agrees to take out and maintain Employers Liability Insurance, Professional Indemnity Insurance and Public Liability insurance to provide adequate cover against any liability incurred by the Provider under this Agreement in the sum specified in the Schedule. The Provider will provide evidence of the insurances specified in the Schedule upon request by the Council.

**4 Assignment and Sub-contracting**

4.1 The Provider shall not employ sub-agents sub-contractors or otherwise delegate to any third party the performance of any of its obligations under this Agreement without the prior written consent of the Council which it may withhold in its absolute discretion.

4.2 The Provider shall not assign, encumber, dispose of or otherwise transfer any of its rights under this Agreement without the prior written consent of the Council which it may in its absolute discretion withhold.

## **5 Confidentiality**

- 5.1 The Provider shall not without the prior written consent of the Council's Designated Officer during the Contract Period or at any time thereafter make use of for its own purposes, or disclose to any person (except as may be required by law), the Agreement or any information contained therein or in any material provided to the Provider by the Council pursuant to the Agreement or prepared by the Provider pursuant to the Agreement, all of which information shall be deemed to be confidential.
- 5.2 Neither the Provider nor its employees servants or agents shall divulge or dispose or part with possession, custody or control of any confidential material or information provided to the Provider by the Council pursuant to the Agreement, or prepared or obtained by the Provider pursuant to the Agreement, other than in accordance with the express written instructions of the Council.
- 5.3 the Provider shall indemnify and keep indemnified the Council against all actions, claims, demands, damages, costs charges and expenses whatsoever in respect of any breach by the Provider its servants or agents of this clause.
- 5.4 For the avoidance of doubt nothing in this Agreement shall override any duty of disclosure of information by the Council in accordance with the Freedom of Information Act 2000 unless such information falls within an exemption contained within that Act. The Council is subject to the Freedom of Information Act (FOIA) and the Environmental Information Regulations ("the Acts"). As part of the Council's duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Acts. the Provider shall assist and cooperate with the Council (at the Provider's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.

## **6 Inspection of Documents**

- 6.1 The Council's Designated Officer shall at all reasonable times be permitted by the Provider to inspect and examine any books, records, accounts or any other documents held by the Provider as may be deemed by the Council's Designated Officer to be relevant to the performance of this Agreement.
- 6.2 The Provider shall at the end of the term of this Agreement or at the request of the Council during the term of this Agreement promptly deliver to the Council all written materials in their possession concerning the Outcomes.
- 6.3 In order to assist the Council in its record keeping and monitoring requirements the Provider shall keep and maintain for six (6) years full and accurate records of the Outcomes.

## **7 Information and Monitoring**

- 7.1 The Provider will at all times give to the Council as soon as possible upon request all such information as the Council may reasonably require in connection with the performance of the Services and achievement of the Outcomes.
- 7.2 The Provider agrees that it shall meet and continue to meet any monitoring requirements reasonably specified by the Council from time to time including those specified in the Outcomes. The Provider shall in any event provide to the Council an annual report on each anniversary of this agreement which provides a comprehensive review of its performance over the previous 12 months including but not limited to Outcomes monitoring, quality of service delivery and information obtained from Service Users regarding the Services and the Outcomes.

7.3 The Parties shall meet at least once in [June] of each year of the Contract Period to review the past performance and future delivery of the Outcomes and the provision of the Services to the Service Users. The Parties shall from time to time meet and review the Outcomes on three months notice from the other party not more than once in each year of the Contract period (and may agree to meet at any other time at their own discretion) and consider such changes if any as may be reasonably necessary from time to time to reflect changes in the Council's social growth and social value models and outcomes. Any changes to the Outcomes must be agreed by both the Council and the Provider and recorded in writing to be effective.

## **8 Termination**

8.1 This Agreement shall forthwith terminate on the expiry or earlier dermination (whatsoever and howsoever arising) of the Lease.

8.2 The Council shall be entitled to terminate this Agreement forthwith upon written notice to the Provider if the Provider commits a material breach of this Agreement which is incapable of remedy or if capable of remedy is not remedied within twenty (20) Working Days of the Council serving written notice on the Provider specifying the breach and requiring its remedy. The Parties agree that the failure to use reasonable endeavours to maximise the achievement of the Outcomes by the Provider in accordance with the provisions of clause 2.1 of this Agreement or the failure of the Provider to comply with the provisions of clause 2.2 are each a material breach of this agreement which is incapable of remedy entitling the Council to forthwith terminate this agreement.

8.3 The Council shall be entitled to terminate this Agreement forthwith upon written notice to the Provider if the Provider is enters into liquidation (except for the purposes of solvent amalgamation or reconstruction), makes any voluntary arrangement with its creditors, or becomes insolvent, or has a receiver manager/administrator, administrative receiver or administrator appointed for all or part of its assets, business or property. The Council shall also be entitled to terminate this Agreement forthwith if the Provider is convicted of a criminal offence or ceases to carry on business.

8.4 Where the Agreement is terminated in accordance with any of the provisions of this clause the Council will give notice of the termination to the Provider and the Provider will have no claim against the Council for damages or otherwise by reason of such termination. Any delay or forbearance by the Council in exercising any right of determination shall not in any respect constitute a waiver nor shall the Provider have any redress whatsoever against the Council for the termination of this Agreement in accordance with the provisions of this clause.

## **9 Misrepresentation**

9.1 The Provider shall not at any time knowingly make any untrue or derogatory statement in relation to the Council and in particular shall not after the termination of the Agreement represent itself as being engaged by or connected in any way with the Council or use for trade or any other purpose whatsoever the name of the Council or any name suggesting any connection or capable of confusion therewith other than as expressly agreed in writing with the Council's Designated Officer.

## **10 Nature of this Agreement**

10.1 The Provider shall have no power, as agent or otherwise, to legally bind or undertake on behalf of the Council any commitment or liability, except to the extent that the Council may direct in writing. Nothing in this Agreement shall create or be deemed to create a partnership between the parties and no party shall be responsible for the acts or omissions of the employees or representatives of the other parties. For the avoidance of doubt the Provider is not providing the Services to its Services Users in any capacity on behalf of the Council by reason of anything contained in this Agreement.

## **11 Notices**

11.1 Any notice, consent or the like required to be given hereunder shall be given in writing and may be given either by hand or sent by post addressed to the recipient party at its address contained herein (or to some other address as shall have been notified in writing by such party to the other from time to time) and any notice given by post shall be deemed to have been served on the expiration of seventy-two (72) hours after the same is correctly addressed and posted.

## **12 Other Agreements**

- 12.1 In entering into this Agreement, each party acknowledges that it does not do so on the basis of, and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. This Agreement supersedes any agreements made or existing between the parties before or simultaneously with this Agreement in relation to the subject matter of this Agreement (all of which shall be deemed to have been terminated by mutual consent with effect from the commencement date of this Agreement) and constitutes the entire understanding between the parties in relation to the subject matter of this Agreement. Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by or on behalf of the parties.

## **13 Governing Law**

- 13.1 This Agreement shall be construed under English and Welsh law and each of the parties hereto submits to the non-exclusive jurisdiction of the English and Welsh Courts.

## **14 The Contracts (Rights of Third Parties) Act 1999**

- 14.1 The parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

## **15 General**

- 15.1 Save as may be agreed neither party shall be entitled to assign its rights and obligations hereunder to any third party.
- 15.2 If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 15.3 Each Party shall pay its own legal expenses incurred in the preparation and execution of this Agreement.

15.4 No delay or failure by any Party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

IN WITNESS whereof the parties have executed this deed the day and the year before written above.

The Common Seal of the Council  
was affixed in the presence

Chair

Chief Officer (Governance)/  
Senior Solicitor

Signed as a Deed by the Provider acting  
by two directors or two directors and  
the company secretary

Director signature

Director name

Director/Company Secretary signature

Director/Company Secretary name



## THE SCHEDULE

### PART 1 CONTRACT PARTICULARS

1	AGREEMENT DATED	2015
2	THE PROVIDER'S ADDRESS	AS STATED IN THE ATTACHED AGREEMENT
3	THE COUNCIL'S ADDRESS	AS STATED IN THE ATTACHED AGREEMENT
4	PLACE FOR DELIVERY OF THE OUTCOMES	THE PREMISES
5	THE OUTCOMES	THE OUTCOMES LISTED IN PART 2 OF THIS SCHEDULE.
6	CONTRACT PERIOD Commencement Date: End Date:	This Agreement shall commence on the date of this Agreement and shall continue until either the Lease expires or is otherwise determined (when this agreement shall automatically terminate) or until this Agreement is terminated in accordance with the provisions of this Agreement
7	PUBLIC LIABILITY INSURANCE AND EMPLOYER'S LIABILITY INSURANCE	The Provider will put in force and keep in force with an insurance company of repute the following insurances :  Public Liability Insurance in the sum of £5,000,000 [five million pounds]  Employers Liability Insurance in the sum of [£5,000,000] [five million pounds]  Professional Indemnity Insurance in the sum of £5,000,000 [five million pounds]
8	THE COUNCIL'S DESIGNATED OFFICER	Name; IAN BANCROFT Chief Officer (Organisational Change)

## **PART 2 THE OUTCOMES**

The Provider shall use its reasonable endeavours to maximise achievement of the following outcomes (“the Outcomes”) in each calendar year of the Contract Period through the delivery of the Services to its Service Users at the Premises in accordance with the terms of this Agreement.

The Provider will demonstrate this by reporting delivery against the following Outcomes annually beginning in April 2016 for the period of the Lease in accordance with the terms of this Agreement:-

### **Requirement**

– annual report covering what the organisation has done in relation to the community benefits listed below, this is the basis for provision of the peppercorn rent.

### **Detail of Report**

- To include a narrative of what has been done against each of the 7 themes including any quantifiable information against the more detailed measures under the themes

### **Community Benefits Themes and Measures**

**(1) Recruiting and training of economically inactive people – sometimes referred to as Targeted Recruitment and Training (TR&T) opportunities, covering:**

- Apprenticeships & Pathways to Apprenticeships
- Traineeships
- work experience / internships
- graduate placements
- work trials
- voluntary work opportunities
- National Vocational Qualifications
- training of retained staff

**(2) Supporting Other Community initiatives including:**

- donations of equipment;
- donation of in-kind labour;
- landscaping, building services support to regenerate communal areas;
- sponsorships and cash donations to organisations / charities based in Wales.

**(3) Contributions to education:**

- work placements – secondary school and college students;
- visits to primary schools to engage younger children
- landscaping & building services in school grounds – playgrounds, wild life areas;
- curriculum support – donations of equipment, classroom resources / lesson plans;

**(4) Environmental initiatives:**

- micro-energy generation;
- reduced waste to landfill;
- recycling of eligible materials;
- reduced water consumption;
- managing business mileage.

**(5) Reductions in Demand for Public Services including Health and Social Care**

- Reduction in demand for public services
- Number of people supported to live independently
- Reduction in permanent admissions to residential or nursing care
- Reduction in avoidable hospital admissions

**(6) Impact of volunteers**

- Numbers of new volunteers
- Number of volunteers placed with community groups
- Number of young volunteers

**(7) Impact of Community Businesses**

- Number of new community businesses established
- Number of constituted groups developing into community businesses
- Number of community assets sustained

**This page is intentionally left blank**



## ORGANISATIONAL CHANGE OVERVIEW AND SCRUTINY COMMITTEE

<b>Date of Meeting</b>	29 <sup>th</sup> March 2016
<b>Report Subject</b>	Play Sufficiency Assessment 2016 including future plans for consulting on Summer Play Schemes and Play Areas
<b>Report Author</b>	Chief Officer Organisational Change

### EXECUTIVE SUMMARY

The local authority are tasked with a statutory duty, Children and Families Measure (Wales) 2010 to report to Welsh Government with regard to the Play Sufficiency Assessment, 2016. By incorporating this assessment with future proposals for sustaining play areas and summer play schemes, this provides a full overview of play provision in these areas.

Details are provided about the summer play scheme programme 2015 and to provide information with regard to the financial implications for the delivery of summer playscheme in 2016 and 2017.

In terms of the safeguarding of children's equipped play areas in the county. Libraries and Leisure Services have developed proposals for an alternative delivery model (ADM) which presents the council with an opportunity to reduce the impact of budget reduction on children's equipped play areas helping to safeguard children's play opportunities in the county.

### RECOMMENDATIONS

1	To seek scrutiny committee's comments on the play sufficiency assessment.
2	To seek scrutiny committee comments on the consultations with town and community council's about the future of summer play schemes and a core offer for children's equipped play areas.

## **REPORT DETAILS**

<b>1.00</b>	<b>PLAY SUFFICIENCY ASSESSMENT, SUMMER PLAY SCHEMES AND PLAY AREAS</b>
1.01	The Welsh Government's (WG) vision for play for children in Wales is set out in its Play Policy (2002) and Play Policy Implementation Plan (2006). WG recognises that to achieve the aim of creating a play friendly Wales and to provide excellent play opportunities for children it is necessary for Local Authorities, their partners and other stakeholders to work collectively towards this purpose. A section on play opportunities was included in the Children and Families (Wales) Measure which received royal assent in 2010.
1.02	WG issued regulations in October 2012 requiring all Welsh Local Authorities to undertake Play Sufficiency Assessments and develop action plans to address identified shortcomings and deficiencies. The regulations place a duty on Local Authorities to assess and then subsequently secure sufficient play opportunities for children in their areas, so far as is reasonably practicable.
1.03	The scope of the measure is not confined to fixed and staffed play provision. The measure is more about the time, space and ultimately the freedom children have to play. It is envisaged that the subsequent securing of play sufficiency will be about how the Council and its partners strategically plan to remove the barriers that prevent children accessing their right to play.
1.04	The Play Sufficiency Assessment 2016 aims to promote inclusion and improve access to play opportunities for all children in the county including those most marginalised, segregated, and disabled.
1.05	The attached reports within the appendix show the progress made by the authority on the Play Action Plan 2013 – 2014 and sets out the revised actions for 2016-2017.
1.06	The Local Authority has made good progress and remains committed to delivering schedule 1 of the Action Plans, although this has been challenging within the current economic environment. The Welsh Government feedback from the Play Sufficiency Assessment is included in the appendix.
1.07	Reforming the Flintshire Strategic Play Forum will enable the Local Authority to meet its statutory obligation to monitor and evaluate the Play Action Plan 2016.
1.08	The county summer play scheme programme was delivered for the 19 <sup>th</sup> year in 2015 and the schemes were delivered for 3, 4 or 5 weeks dependent upon the level of contribution from Town and Community Council funding.
1.09	The costs for three weeks delivery of the summer play scheme programme

	was equally funded in 2015, via partnership funding from Welsh Government 'Families First' grant (Flintshire) at a level of £80,588 which was matched by local Town and Community Councils. The costs for the additional weeks of provision' were met by the local Town and Community Councils.
1.10	Three play schemes were delivered in partnership with Urdd Gobaith Cymru through the medium of Welsh and were funded via the Families First grant. Urdd Gobaith Cymru directly employed the play workers with the Flintshire Play Development team providing all training, equipment and supervision.
1.11	The Quayplay scheme, held at Connah's Quay Sports Centre was delivered in partnership with Connah's Quay Town Council. Quayplay is funded mainly by the town councils contribution, with the Local Authority providing all management, supervision coordination, recruitment and training. Quayplay is the largest play scheme setting in Wales and is registered with CSSIW (Care and Social Services Inspectorate for Wales).
1.12	There were 4,010 children registered to the scheme in 2015, with 18,000 attendances. The play scheme is free at the point of access for all children in Flintshire aged 5 to 12 years. The summer play scheme has also traditionally provided annual employment and training for 100 young people in the County.
1.13	Welsh Government funding will not be available to support delivery of the summer play scheme in 2016. However the Council has committed to finding funding for one year to ensure there are funds available for the summer of 2016. The impact of this will have implications for the delivery of the summer 2017 programme.
1.14	Town and Community Councils have been informed that the play delivery was at risk and they have therefore been asked to consider increasing their contribution and to explore alternative delivery models to sustain the provision of play schemes in their areas. Planning and consultation now needs to take place urgently to enable a pathway to delivery for summer 2017.
1.15	Leisure and Libraries alternative delivery model (ADM) presents the council with an opportunity to reduce the impact of budget reduction on children's play grounds helping to safeguard children's play opportunities in Flintshire.
1.16	In additional town and community councils have fed back during the community asset transfer process that it will be much easier if they know which play areas the Council is able to continue providing and which it is not.
1.17	Therefore it is proposed to consult town and community councils with the core offer that the Council will be able to potentially provide in the future including the number of play areas in each community.

<b>2.00</b>	<b>RESOURCE IMPLICATIONS</b>
2.01	The cumulative resource implications of the actions within Schedules 2 & 3 would require the provision of dedicated officer time to initiate and coordinate actions. As a result there are financial implications within Schedules 2 and 3 which will be assessed and reported via the Council's Medium Term Financial Planning and budget setting process.

<b>3.00</b>	<b>CONSULTATIONS REQUIRED / CARRIED OUT</b>
3.01	There is a duty for the Council to ensure that key documents are shared with the public via the FCC Website. The Council will need to continue to engage with parents, carers and children and young people in the implementation of the Action Plan.
3.02	Consultation with Town & Community Councils has been undertaken in relation to the Flintshire Summer play schemes 2016. Planning and consultation now needs to take place urgently to enable a pathway to delivery for summer 2017.
3.03	Consultation with local Town and Community Councils and other partner organisations will be required with regard to Play Areas.

<b>4.00</b>	<b>RISK MANAGEMENT</b>
4.01	Reforming the Flintshire Strategic Play Forum will enable the Local Authority to meet its statutory obligation to monitor and evaluate the Play Action Plan 2016.
4.02	Funding for play schemes will not be available for summer 2017. The impact of this will have implications for the delivery of the summer 2017 programme.
4.03	Town and Community Councils have been informed that the play delivery was at risk and they have therefore been asked to consider increasing their contribution and to explore alternative delivery models to sustain provision of play schemes in their areas. Planning and consultation now needs to take place urgently to enable a pathway to delivery for summer 2017.

<b>5.00</b>	<b>APPENDICES</b>
5.01	Appendix 1 - Play Sufficiency Assessment 2016 & Play Action Plan 2016/17  Appendix 2 - Welsh Government feedback from the Play Sufficiency Assessment



<b>6.00</b>	<b>LIST OF ACCESSIBLE BACKGROUND DOCUMENTS</b>
6.01	<p><a href="#"><i>Flintshire Play Sufficiency</i></a></p> <p>Cabinet Report 22<sup>nd</sup> March 2016: Play Sufficiency Assessment 2016</p> <p><b>Contact Officers:</b> Ian Bancroft  <b>Telephone:</b> 01352 704511  <b>E-mail:</b> <a href="mailto:ian.bancroft@flintshire.gov.uk">ian.bancroft@flintshire.gov.uk</a></p>

<b>7.00</b>	<b>GLOSSARY OF TERMS</b>
7.01	Play Sufficiency Assessment (PSA) - A duty under the Children and Families (Wales) Measure 2010

**This page is intentionally left blank**

## Play Sufficiency Assessment Form



Llywodraeth Cymru  
Welsh Government

Page 99

**Name of Local Authority:** FLINTSHIRE COUNTY COUNCIL

**Name of responsible officer:** MIKE WELCH

**Job title:** PRINCIPAL OFFICER LEISURE SERVICES

**Date of completion:** Please note that the Play Sufficiency Assessment must be received by the Welsh Government by 31<sup>st</sup> March 2016



## Conducting the Assessment – Play Sufficiency Assessment

As well as establishing a baseline of provision, the Play Sufficiency Assessment will enable the following:

- Identification of gaps in information, provision, service delivery and policy implementation
- Support the establishment of evidence to give an indication of distance travelled in relation to play sufficiency
- Highlight potential ways of addressing issues relating to partnership working
- The input and involvement of all partners increasing levels of knowledge and understanding
- A monitoring system which will involve and improve communication between professionals
- The identification of good practice examples
- Increased levels of partnerships in assessing sufficient play opportunities
- The identification of actions for the Securing Play Sufficiency Action Plan which accompanies the Play Sufficiency Assessment

A template has been produced to support a corporate appraisal of the matters that need to be taken into account as set out in the Statutory Guidance. The indicators listed within each matter are provided as sample indicators which should be amended to meet local issues as appropriate.

The Play Sufficiency Assessment must demonstrate that the Local Authority has taken into account and assessed the matters set out in The Play Sufficiency Assessment (Wales) Regulations 2012 and Statutory Guidance.

As well as providing baseline information, the Assessment can include examples of current practice that the Local Authority wishes to highlight.

Local Authorities might consider structuring the Play Sufficiency Assessment in the following way and as a minimum address all the identified sections.

### Principle Statement

This section should be used to articulate the Local Authority's acknowledgement of the value and importance of play in the lives of children.

Flintshire County Council are committed to ensuring that all children, young people and communities children have access to enough time, space and permission for play as part of their everyday lives. We recognise our responsibility to ensure that children living in Flintshire have a right to play

Flintshire County Council recognize that play is central to children's enjoyment of life and is essential to their physical and emotional well-being and their healthy development. We recognise that some aspects of our modern society can limit children's time and space for play and we will continue to create partnerships for play to help create environments where children can freely play and encourage communities to be more play friendly.

The Play Development Team works with other Local Authority departments and partner agencies, encouraging individuals to recognise their own impacts on children's play; advocating for play to be considered in the planning of local services; enhancing the development and delivery of play work projects, and providing ongoing practical advice to families, communities and other professionals in their support of children's right to play.

Through the work of the Play Development Team, Flintshire place greater value on play and emphasis on children's right to play and, by increasing opportunities for play within local communities, we will enhance children's experience of growing up in Flintshire

### Context

This section should describe the methodology used to undertake and approve the Play Sufficiency Assessment and Action Plan and any consultation with partners on the Assessment/Action Plan. It should also list the key partners that engaged with the process and identify any challenges in undertaking the Assessment. It should describe the mechanism that the Local Authority proposes to use to take forward the identified actions for the action plan.

The local Authority has reviewed and assessed all of its play action plans since the baseline audit undertaken for the Play Sufficiency Assessment in 2013. This review and assessment process has formed the basis for the Play Sufficiency Assessment 2016 and action planning thereafter.

### Partnership working

This section should demonstrate to what extent the following (and others) were involved in the undertaking of the Assessment and the development of the action plan:

- Town and Community Councils
- Third sector organisations, particularly regional play associations
- The private sector if appropriate
- Community groups
- Community First Partnerships

The Local Authority continue to work closely in partnership with all town and community councils both for equipped play area match funding schemes and summer playschemes. The Local Authority also work closely with a range of other partners including third sector organisations and community groups for play projects delivered across the county

e.g.

The Local Authority Play Unit work with Action for Children via the families First grant to provide the PALS Project – Play and leisure Support

Flintshire Summer Playschemes Programme 2015 in partnership with all local town and community councils and in discussion for 2016

Match funding scheme for the upgrading of equipped play areas in the County on RAG system to identify those communities most in need

The Play Unit work in partnership with the Urdd to provide play opportunities for children through the medium of Welsh as part of the county summer playscheme programme.

### Consultation and participation

This section should describe how the Local Authority has:

- Obtained the views of children with regards to the play opportunities they currently access, how they would like the community to better support them to play and what barriers stop them from playing
- Obtained the views on play provision from parents, families and other stakeholders
- Analysed the information and have used it to inform future plans

All service areas and partners involved in the wider play network in Flintshire were asked to consider RAG status 2013 and 2016 and to comment with regard to any change.

The following service areas were consulted:

- Flintshire Children's & Young Peoples Partnership
- Countryside Services
- Inclusion & Progression
- Business Change & Support
- Planning & Environment
- Health & Protection

- Public Open Spaces
- Information & Involvement
- Sports Development
- Housing Regeneration & Strategy
- Community & Enterprise
- Libraries, Arts & Culture
- Streetscene & Transportation

The Local Authority undertake an annual 'exit' poll from children attending the Summer playscheme. 290 children provided their views on play at the end of the summer delivery 2015

A countywide consultation of Welsh speaking children was undertaken in 2014/15 In partnership with Play wales and the Urdd

Via a specific consultation the views were collated of the 41 disabled children attending the summer playscheme via the Flintshire Buddy Scheme

All of this information has been recognised and incorporated into the Play Action plan 2016



### Maximising resources

This section should provide an overview as to how partners currently use their existing budgets to support children's access to play opportunities. It should identify how budgets have been reprioritised as part of the 2013 Play Sufficiency Assessments and subsequent plans.

Please use this section to highlight what has changed since the 2013 Play Sufficiency Action Plan in terms of how resources are allocated.

Please also highlight how Welsh Government programmes have been used locally for the provision of play and how they have addressed priorities from your 2013 play sufficiency assessment:

The local authority has maintained its core budget for both capital and revenue for children's play. However, due to financial austerity the Local Authority is seeking to find ways to meet the play needs of children and communities against a backdrop of financial austerity. This is a challenge

The grant received from Welsh Government through PSA 203/14 and 14/15 has been the only source of funding to develop play opportunities identified within the Play Action Plans

E.g.

Enhancements of equipped play areas in those areas as identified as most in need

Piloting of the 'Playful Futures' Project to provide the evidence of how the school day is improved through increasing the quality of school playtimes

Consultation with Welsh speaking children via the Urdd

Piloting of a project in the county specifically with regard to gypsy traveller children in partnership with Play -wales

### **The Play Sufficiency Assessment and the Single Integrated Plan**

This section should identify how the Play Sufficiency Assessments form part of the local needs assessment and to what extent the Play Sufficiency Assessment and Action Plan are integrated into the planning, implementation and review of the Single Integrated Plan.

The Chief Officer for Lifelong Learning represents play issues to be incorporated into the Single Integrated Plan. The Chief Officer is the Chair of the Families First Board in Flintshire and the Flintshire Children’s and Young Peoples Partnership. The Flintshire Strategic Play Forum is a sub group of the Children’s and Young Peoples Partnership.

### **Monitoring Play Sufficiency**

This section should identify the lead director and lead member for children and young people’s services. It should also describe the Play Monitoring Group or equivalent. Along with a list of members, please describe how the group has been facilitated and the benefits and challenges of the group.

The Lead Member for play is Councillor Kevin Jones the Lead Member for Waste Strategy, Public Protection and Leisure. The Chief Officers representing play are Ian Bancroft, Chief Officer for Organisation Change 1 Communities and Ian Budd, Chief Officer Lifelong Learning.

The Flintshire Strategic Play Forum will be reformed and reinvigorated early in 2016 following local government reorganisation and will form a multi-agency forum to monitor the PSA Action Plan 2016.

This section contains the “matters that need to be taken into account” as set out under section 10 of the Statutory Guidance.

**The Criteria column:** sets out the data that needs to be available and the extent to which Local Authorities meet the stated criteria.

**The RAG status column:** provides a drop down box, whereby the Local Authority can show its assessment of whether that criterion is fully met; partially met; or not met. These have been given Red, Amber Green markers, which appear as words in the drop down boxes.

Red, Amber Green (RAG) status is a tool to communicate status quickly and effectively.

**RAG status**

Criteria fully met.	Fully met
Criteria partially met.	Partially met
Criteria not met.	Not met

**The Evidence to support strengths column:** should be used to provide the reason for the chosen criteria status and how the evidence is held.

**The Shortfall column:** should be used to explain the areas in which the Local Authority does not fully meet the criteria.

**The Identified Action for Action Plan column:** Should be used to show the Local Authority action planning priorities for that Matter.

**The General Comments:** for each matter should give a clear overview of how the Local Authority complies with the intention and implementation of this matter as set out fully in the Statutory Guidance.

The template should be monitored by the officer who is co-ordinating the Assessment and reviewed on a regular basis by the Play Sufficiency Working Group.

**Matter A: Population**

The Play Sufficiency Assessment should present data about the number of children living in the Local Authority to enable an assessment of their potential play requirements. The data should provide information about the numbers of children in different categories that may affect their play requirements. The data should also show if the area is classified as one of disadvantage/deprivation and whether a 5 year population projection is available.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
There is data broken down by Lower Super Output Areas (LSOAs)	AMBER	AMBER	Libraries and Leisure Services will continue to work to identify those areas most in need of play services		Flintshire County Council will consider, analyse and interpret the data within the 2011 Census and seek to provide key analysis into the public domain. Specifically Leisure and Planning Services will continue to develop existing approaches based on the new 2011 data to identify areas of sufficiency and deficiency in play provision.
There is up to date data for ages:	AMBER	AMBER			
0-3	AMBER	AMBER			
4-7	AMBER	AMBER			
8-12	AMBER	AMBER			
13-15	AMBER	AMBER			
16-17	AMBER	AMBER			
There is an up to date recorded number of disabled children in each age group	AMBER	AMBER			

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
There is up to date information regarding the number of children for whom Welsh is their first language or attend Welsh medium schools	AMBER	AMBER	Libraries and Leisure Services will continue to work to identify those areas most in need of play services		Working with the Children and Young People’s Partnership and the Urdd, Leisure Services (Play Unit) will seek to identify the general location of Welsh language students attending Maes Garmon the only Welsh speaking secondary school in Flintshire. This local census, will identify the play needs of this group of children and how these needs might be met either through the school (before and after school provision) and/or in their local communities. The local authority is currently working in partnership with the Urdd and Playwales and has recently completed a countywide consultation with Welsh speaking children and their families to seek out their

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					views on the quantity and quality of play provision and to pilot a scheme with regard to the identified housing needs.
There is up to date information regarding other recorded cultural factors, including other language, and gypsy traveller children	GREEN	GREEN	Libraries and Leisure Services will continue to work to identify those areas most in need of play services		Flintshire County Council will consider, analyse and interpret the data within the 2011 Census and seek to provide key analysis into the public domain. Specifically Leisure and Planning Services will continue to develop existing approaches based on the new 2011 data to identify areas of sufficiency and deficiency in play provision. Leisure Services (Play Unit) will continue to seek to engage with children of ethnic minorities.

**General Comments: Population Measures**

How has/will the Local Authority use its population data to plan for sufficient play opportunities locally?




The Local Authority Public Open Spaces section within Leisure Services including the Play Development Service use this information to design services in terms of identifying child population and play deprivation

Sports Development use this to help to plan provision in areas across Flintshire ensuring that its age appropriate and in the right place at the right time.

**Matter B: Providing for Diverse Needs**

The Play Sufficiency Assessment should present data about how the Local Authority and partners aim to offer play opportunities that are inclusive and encourage all children to play and meet together.

**RAG Status:**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The play requirements of children living in isolated rural areas are understood and provided for	AMBER	AMBER			An assessment of mapping fixed play areas has already been undertaken and it is proposed that this assessment be further developed utilising 2011 Census Data to identify the locations of greatest need in rural areas. This exercise will inform future investment decisions.  It is proposed that



Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					<p>further discussions be held with Education (Inclusion) and Transportation (Public Transport &amp; Taith) to promote the development of alternative transportation services.</p>
<p>The play requirements of Welsh language speaking children are understood and provided for</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The play Unit recently completed a consultation with Welsh speaking children, young people and families via the Welsh Governments PSA grant 2015. This funding provided a grant to the Urdd in partnership with Playwales to analyse data from 360 families. This data supports the need for more play opportunities in the county to be delivered through the medium of Welsh</p> <p>In addition the county play development team work in</p>		<p>To work with the Urdd and the Children and Young Peoples Partnership to assess the extent of Welsh speaking children in isolated rural areas with a view to developing new appropriate play provision and to ensure existing provision affords the opportunity to converse in Welsh.</p> <p>Further</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			<p>partnership with the Urdd to provide three summer playschemes delivered through the medium of Welsh</p> <p>There is a positive and ongoing partnership between the local authority and the Urdd and a great willingness to further develop opportunities for children’s play in the county</p>		<p>consideration is required to continue to promote Welsh language and ensure local needs are met whether its in the publication of FCC documentation or in the delivery of FCC services which offer the potential for people to converse in Welsh.</p> <p>To work with partners including the Urdd and welsh speaking schools and with the Children and Young Peoples Partnership to assess the play needs of Welsh speaking children with a view to developing new appropriate play</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					provision and to ensure existing provision affords the opportunity to converse in Welsh.
The play requirements of children from different cultural background are understood and provided for	AMBER	AMBER	The play development team continue to identify links to different groups and organisations, identify training for staff, provide diversity and inclusion training for all staff and work with the Community cohesion team to further develop play opportunities for all children in the county		To continue to identify partnerships to increase and improve opportunities for children to play in inclusive and integrated sessions

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The play requirements and support needs of disabled children are understood and provided for.	AMBER	AMBER			To lobby Welsh Government to make sufficient funding available to continue to provide sufficient ' Buddies' to enable disabled children to access play provision.
Play projects and providers have access to a range of resources which support inclusion	RED	RED			To lobby Welsh Government to allocate additional resources to continue existing funding for the Flintshire Play Service
There is a well known and agreed mechanism which is used to identify the need for separate provision for disabled children	AMBER	AMBER			To engage with the Children's Integrated Disability Service and to explore what potential

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					<p>exists to develop and improve mechanisms for disabled children to access sufficient play opportunities                      To update the FCC Play Area Survey and to consider in updating the Survey                      undertaking full DDA assessments of all play areas.                      FCC Public Open Space Play Unit in partnership with FCC Corporate Services to develop a pilot fora gypsy-traveller site to be managed and operated by Flintshire County Council in partnership with the local community.</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Access audits for all play provision as described in the guidance are undertaken	GREEN	GREEN	There is an ongoing process to manage access to all equipped children's play areas in the county		Further assessment will be required in relation to other authorised sites to identify play needs and whether there are issues of deficiency
Designated play space is provided and well maintained on gypsy traveller sites	RED	RED	There is an aspiration in the authority which needs to continue to be developed via partnership working, However play wales via funding received from the local authority PSA grant. They are planning to work with other service areas e.g. Housing and are planning to pilot a supervised play setting during 2016 to identify and develop play opportunities going forward Links are maintained via the local authority play development team	There is currently no funding available	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			Links are maintained via the local authority play development team		
The requirements of young carers are understood and provided for	AMBER	AMBER			
The requirements of lesbian, gay or bisexual (LGB) children are understood and provided for	GREEN	GREEN			
The requirements of disabled children are understood and provided for within traffic and transport initiatives	AMBER	AMBER			

**General Comments: Providing for Diverse Needs**

How has data been used (or how will the data be used) to address the barriers that children with diverse needs face in accessing inclusive opportunities for playing?

PLAY UNIT – Currently working in partnership with:

Action for Children Families First Transition Service (PALS Project) – families first funded project to support young people aged 14-25 years on the autism spectrum to access play and leisure opportunities with a buddy

Sports Development, Dragon Sports Programme – supplying buddy staff where possible to support children aged 5 – 12 years with additional needs to enable them access sports activities during out of term sessions

The local authority in partnership with Play Wales will pilot a national play project targeting gypsy traveller children in the County 2016/2017. This has been enabled via the Welsh Government Grant for play sufficiency in Flintshire

Sports Development work with Disability Sport Wales and their InSport programme to plan and deliver inclusive and accessible opportunities for children. In addition to this the KidzFit sessions are inclusive and operate on a partner referral and self referral process. Work has also been done to provide young carers with sports qualifications in order to support their development and play needs.




The Sports Development Active 4-16 programme funded by Families First - provides additional support for children and young people aged 4 - 16 with additional needs to access mainstream sport and activity in Flintshire, the programme also offers a buddy scheme alongside inclusive family fitness and nutrition programmes, Kidz Fit is a programme developed from Active 4-16 to ensure children and young people can take part in inclusive sport sessions in a safe environment.

Education do not hold records of children with a disability, although through the PLASC they have information regarding those with special educational needs – this is for school age children only, unless health have provided them with pre-school information such as those with significant sensory loss etc.

**Matter C: Space available for children to play: Open Spaces and Outdoor unstaffed designated play spaces**

The Local Authority should recognise that all open spaces within their area are potentially important areas where children can play or pass through to reach other play areas or places where they go.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	



**Open Spaces**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority has undertaken an Open Space Assessment (OSA) that maps areas that are used, or might be used for playing as listed in the Statutory Guidance	AMBER	AMBER	FCC undertook an Open Space Assessment in 2005. This document was updated albeit in part in 2010, however, this is now historic. Whilst this survey is historic it is still very relevant to today and forms the starting point for detailed open space assessments for individual communities	The assessment is now 11 years old. The study was originally based upon the 6 acre standard which has since been replaced with new guidance by FIT (008 & 2015) There is a need to update the study with regards to new open space provision, changes to existing open space, and the need to update population data.	The Open space Survey needs to be updated in the context of the revised FIT Standards 2015.
The Local Authority has undertaken an Accessible Greenspace Study that maps areas that are used for playing	AMBER	AMBER	FCC has undertaken an ANGSt survey	The ANGSt survey needs to be considered within the Open Space Survey which at present only considers play and recreation space.	The revised FIT standards are now reference natural space and standards. The revised Open Space survey.
The Local Authority undertakes access audits at all open spaces and implements proposals to	AMBER	AMBER	FCC undertook access audits for all equipped play spaces, skate parks and MUGAs as part of the 2010	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to	To continue monitoring and auctioning the 2010 survey.

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
improve access and safety			play area survey.	identify improvements and deterioration in facility provision.	None  To continue monitoring and actioning the 2010 survey  None
The Local Authority has developed its own Open Space Standards in accordance with the advice and requirements of Planning Policy Wales	AMBER	AMBER	In 2013 FCC adopted its Greenspace Strategy within which is its open space standard	None	
The Local Authority undertakes and actions Play Space assessments which include actions to make public space clear from hazards	AMBER	AMBER	FCC undertook play area audits for all equipped play spaces, skate parks and MUGAs as part of the 2010 play area survey.	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to identify improvements and deterioration in facility provision.	
Brownfield sites owned by the Local Authority are assessed for the potential for the site to be reclaimed to provide for children's play	RED	RED	This has never been undertaken and in light of current financial pressure is unlikely to be undertaken	The financial pressure on the Council to maintain service delivery means that all assets are being assessed to maximise value	

**Outdoor Unstaffed Designated Play Spaces**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps an up to date record of all designated play space as described in the Statutory Guidance	GREEN	GREEN	FCC have this data available	None	None
The Local Authority assesses play spaces for play value and potential to increase in play use as set out in the Statutory Guidance	GREEN	GREEN	FCC undertook play area audits for all equipped play spaces, skate parks and MUGAs as part of the 2010 play area survey.	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to identify improvements and deterioration in facility provision.	None
The Local Authority undertakes access audits at all designated play spaces and implements proposals to improve access and safety	GREEN	GREEN	FCC undertook play area audits for all equipped play spaces, skate parks and MUGAs as part of the 2010 play area survey.	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to identify improvements and deterioration in facility provision	None
The Local Authority has developed and agreed a new fixed play provision standard	GREEN	GREEN	In 2013 FCC adopted its Greenspace Strategy within which is its Open Space standard consisting of qualitative space standards for equipped play, recreation and greenspace.	None	
The Local Authority undertakes and actions play space assessments in	GREEN	GREEN	The Open space Survey needs to be updated in the context of the revised FIT	The 2010 Survey is still relevant and officers are undertaking annual	

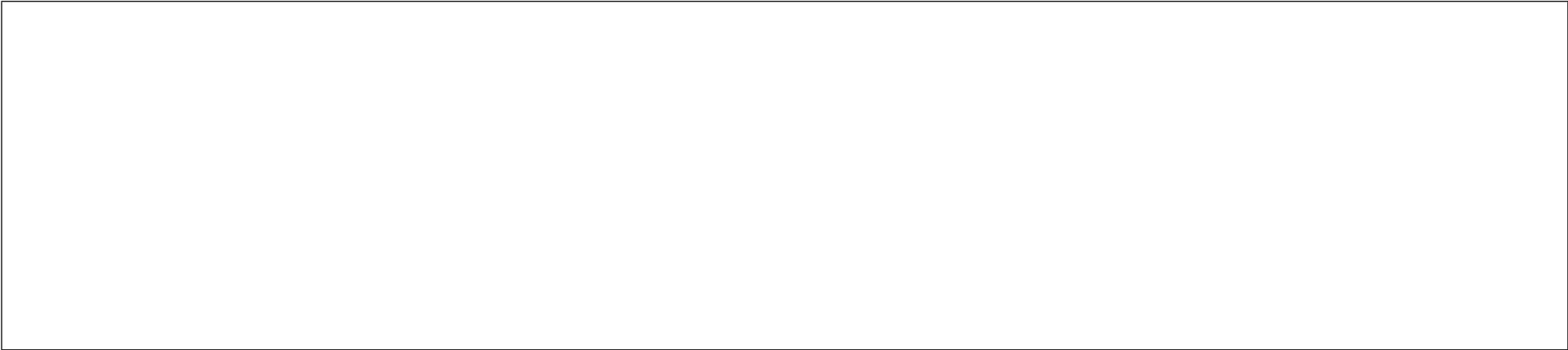
Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
designated play spaces			Standards 2015.	monitoring of this Survey to identify improvements and deterioration in facility provision	
The Local Authority has introduced smoke-free playgrounds	GREEN	GREEN	This has been introduced and all play areas in the County have been appropriately signed	None	
The Local Authority has removed 'no ball games' signs to encourage more children playing in the community	RED	RED	No progress on this matter to date	To examine with local councillors the potential to review these signs	
The Local Authority has erected signs, such as Play Priority Signs to encourage more children playing in the community	AMBER	AMBER	The Council has erected signs to encourage play in designated areas	However beyond designated areas no additional signage erected	
The Local Authority includes a recognition of the importance of playing fields to children's play when any disposal decisions are made	AMBER	AMBER	There are informal procedures in place to ensure this matter is considered	However this matter is very much a secondary consideration at this time of financial austerity	
The Local Authority includes children and their families in any consultations regarding	AMBER	AMBER	The formal procedure for the disposal of playing fields requires consultation with		

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
decisions to dispose of playing fields			the public including familieis		

**General Comments: Open Spaces**

How has the Local Authority ensured collaboration between Open Space Assessments (OSAs) and Play Sufficiency Assessments to improve spaces for play?  
 Planning and Leisure Services continue to work well in partnership to undertake Open Space Assessments




**Other Comments on Outdoor unstaffed designated play spaces**



**Matter D: Supervised provision**

The Local Authority should aim to offer a range of supervised play provision.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

**Play work provision**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps an up to date record of all supervised play provision as described in the Statutory Guidance	AMBER	AMBER	The Play Development team continue working with the Flintshire Family Information Service to update the county database of all services and activities.		To ensure the provision of up to date information about all FCC play provision through the FCC and Family Information Service Website That Leisure Services develop and maintain a system of recording to ensure the findings of the Play Survey are up to date and capable to directing investment on a priority basis to those fixed play areas in greatest need.  Flintshire Strategic Play

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority offers play provision which offers a rich play environment as described in the Statutory Guidance	AMBER	AMBER	All play provision (Albeit in the main temporary in terms of supervised play in the summer) provided by the local authority is delivered via the Play work Principles and measured against the First Claim quality monitoring system		Forum to coordinate the development of a plan which seeks to secure resources to enable the implantation of the Priority Development Area 2 - Play in Education Settings
The Local Authority ensures that partners are supported to offer rich play environments as described in the Statutory Guidance	AMBER	AMBER	Training has been provided for external organisations, partners and other areas of the children’s workforce. This has been enabled by Welsh	Training limited to one off funding from Welsh Government via the PSA grant 2015	To continue to identify funding for providing appropriate and relevant training for partner agencies.
Staffed play provision that the Local Authority provides meets the regulatory requirements and National Minimum Standards	GREEN	GREEN	All supervised play provision is delivered to meet the national Minimum standards. Registered provision is inspected annually by the Care and Social Services Inspectorate for Wales and has		None Identified



Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan	
			received favourable and positive reports		None Identified	
Staffed play provision that the Local Authority funds meets the regulatory requirements and National Minimum Standards	GREEN	GREEN	All supervised play provision is delivered to meet the national Minimum standards. Registered provision is inspected annually by the Care and Social Services Inspectorate for Wales and has received favourable and positive reports			
Staffed play provision that the Local Authority's partners provide meets the regulatory requirements and National Minimum Standards	RED	RED	Not known	Not known		To monitor the development of any new play provision in the County. If any is identified ensure they meet the National Minimum Standards.
Staffed play provision across the Local Authority works to a recognised quality assurance programme	AMBER	AMBER	All playwork provided by the local authority, although in the main not requiring registration with CSSIW is still delivered in accordance with the regulatory requirements			To examine quality assurance programmes nationwide to identify and assess whether such programmes would be appropriate to Flintshire Play Service

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority priorities quality issues when engaging with/ commissioning the private sector to deliver recreational activities for children.	AMBER	AMBER	The local authority via leisure services and play services seeks to prioritise quality issues when commissioning the private sector to deliver recreational activities for children e.g. safeguarding and child protection		To engage with key FCC services to explore the value of developing a more integrated approach to the commissioning of private interests in the provision of children’s play and activities.
The Local Authority provides council premises and space free of charge to organisations which provide free (at the point of access) play provision for children	AMBER	AMBER	The local authority provide premises free of charge during the summer wherever there is supervised play provision to provide premises for use during inclement weather		To promote the value of play to key services providers and all schools with a view to developing successful partnership approaches between facility managers and play providers. The objective being to provide play providers with ‘in-kind’ accommodation support whilst delivering free play provision for the benefit of the community.

**Structured recreational activities for children**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority is delivering on its responsibility to secure the services set out under Core Aim 4 for sport, leisure and culture	GREEN	GREEN	The local authority continue in partnership to support the play development team to provide the county summer playscheme programme		None Identified
The local “Creating an Active Wales” plan is increasing play and recreational activities for children	GREEN	GREEN			The Creating an Active Partnership forum, network and action plan provide the opportunity for actions identified through the Play Sufficiency Assessment to be developed in collaboration with other stakeholders.
Local Authority Partnership Agreements (LAPAs) are contributing to increasing free play and recreational activities	GREEN	GREEN			None Identified
The sports agenda contributes to the provision of sufficient recreational activities for children	AMBER	AMBER			None Identified
The cultural and arts	GREEN	GREEN			Where libraries are being

<p>agenda, is contributing to the provision of sufficient recreational activities for children</p>					<p>closed to work in partnership with Arts and Culture, together with the Asset Management Team to enable the former library facility to be transferred through existing powers to a Registered Community Enterprise eg This has already been done by Halkyn. To engage with Arts and Culture to explore the potential to deliver arts and culture activities at alternative facilities such as Schools, Leisure Centres and Community Halls.</p>
<p>The Local Authority Youth Service provides for children’s opportunities for leisure and association</p>	<p>AMBER</p>	<p>AMBER</p>			<p>Working in partnership with the Integrated Youth Service and Education to develop engagement mechanisms which can successfully reach out to marginalised groups. This approach would seek to promote the Youth Service and afford the opportunity for children and young people from ethnic minorities to access provision.  To engage with Youth</p>

					Services to ensure the opportunity is afforded within Youth Clubs for welsh speaking children and young people to converse in the medium of Welsh
--	--	--	--	--	---

**General Comments: Supervised play provision**

Where the Local Authority has assessed settings as part of the Childcare Sufficiency Assessments (CSAs), how have these settings been assessed in respect of the quality of play opportunities they provide and offer?

The play needs of children are being incorporated into the CSA in the county. There have been discussion between the assessing officer and the play department. These discussions are ongoing.

How has provision that is not part of the CSA been assessed in respect of the quality of play opportunities they provide and offer?

Still in discussion

**Matter E: Charges for play provision**

The Local Authority should consider which play opportunities involve a charge and the extent to which the Local Authority takes these charges into account in assessing for sufficient play opportunities for children living in low income families as set out in the Statutory Guidance.

**RAG status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 134

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps records of the number of children living in low income families	GREEN	GREEN			To map the data and to compare the identified areas of concern, with the defined deprived areas. This may result in the identification of new areas of concern, where children may be living in poverty. The findings of this exercise will inform future corporate strategy development in tackling poverty.
The Local Authority keeps records of the number of children living in areas of deprivation	GREEN	GREEN			To map the data and to analyse further in relation to 2008 WIMD data. The findings of this exercise will inform future corporate strategy development in

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					tackling poverty.
The Local Authority keeps records of the number of children living in rural areas	GREEN	GREEN			To map the data and to analyse. The findings of this exercise will inform future strategy development in improving access to play provision in rural areas.
The Local Authority keeps records of the number of disabled children and those with particular needs.	AMBER	AMBER			To engage with (FCC) Education to explore how the PLASC Census can be used to identify and address the needs of children and young people who may have disabilities and additional needs.
The Local Authority records the availability of no cost provision	AMBER	AMBER	Information held with the Flintshire Families Information Service		
The Local Authority records the provision of no cost / low cost premises used for play provision	AMBER	AMBER	Information held with the Flintshire Families Information Service		
The Local Authority records the provisions where grants or subsidies are available for play providers	AMBER	AMBER	Information held with the Flintshire Families Information Service		

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority provides subsidised transport for children travelling to play opportunities	RED	RED			<p>Flintshire Play Unit to continue to identify financial resources in order to develop play provision FCC will seek to influence the Welsh Government in order that sufficient funding is made available to maintain and improve public transport services. To engage with Transportation (Public Transport) to identify gaps in public transport provision where key play and leisure facilities could be better served and services orientated for children and young people's needs (eg children travelling unaccompanied)</p> <p>To engage with the Family Information Service and the Public Transportation Team in order to promote the advice and expertise available within FCC with regards to the hire and provision of transportation for events regular activities and out of school hours play provision</p>



**General Comments: Charge for play provision**




**How is the Local Authority ensuring that children have access to no or low cost provision?**

Sports Development work with a range of partners including town and community Councils, the police and housing associations in order to deliver sports sessions at no cost to children in deprived areas. Where a charge is needed in order to support sustainability, this is kept as low and as affordable as is possible.

**Matter F: Access to space/provision**

The Local Authority should consider all the factors that contribute to children’s access to play or moving around their community.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 138

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps an up to date record of the number of 20 mph zones/school safety zones in residential areas	GREEN	GREEN	Record still maintained		To map this data alongside designated play areas and other play and recreation destinations; as well as designated pedestrian crossing points to identify where additional traffic calming may be of benefit to children and young people.
The Local Authority has an identified mechanism for assessing the impact of speed reduction and other road safety measures on the opportunity for children to play outside in their communities	AMBER	AMBER			To engage with transportation (Traffic) to explore the potential to review the existing highway safety assessment procedure to better consider the needs of children or young people

<p>The Local Authority has a plan(s) to reduce the negative effect of busy roads and junctions through the introduction of speed reduction measures and provision of safe crossing points/routes for pedestrians and cyclists</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To explore with Transportation (Road Safety) over the course of 2013 how children and young people’s needs and views will be taken into account in the development of any Road Safety Plan for Flintshire. To engage with Transportation (Traffic) to explore the potential to use the accidents database to map out accidents involving child accidents. To use this data and work with Transportation (Road Safety) and make comparisons with mapped traffic calmed streets, locations of designated play areas; and locations of other key play/leisure destinations to identify if there is potential for further road safety improvement.</p>
<p>The Local Authority has a plan(s) to improve walking and cycle access to parks, outdoor play facilities and local leisure centres from residential areas</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To further engage with Transportation (Policy) to promote the right of children to play and play as a key motivating factor for travelling within or away from a child’s neighbourhood area. To further engage with Transportation (Policy) to explore and better understand the needs of child in accessing play opportunities</p>

					<p>This could be achieved through schemes designed to meet ‘commuter’ needs which are also mindful of how children will access and use these same routes possibly justified using child road traffic accident data.</p>
<p>There is potential for the Local Authority to take further action to reduce traffic speed and improve road safety to promote play opportunities</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To explore with Transportation (Road Safety) how children and young people’s needs and views will be taken into account in the development of any Road Safety Plan for Flintshire                  To engage with Transportation (Traffic) to explore the potential to use the accidents data base to map out accidents involving child accidents. To use this data and work with Transportation (Road Safety) and make comparisons with mapped traffic calmed streets; locations of designated play areas; and locations of other key play/leisure destinations to identify if there is potential for further road safety improvement.</p>

<p>The Local Authority uses road safety grants and/or other funding to support delivery of cycling training for children to national standards</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To explore with Transportation (Road Safety) the potential to target key areas through the use of child accident data and possibly focusing on deprived communities (eg Communities first) to deliver cycle proficiency training for younger children through mapping of this data, alongside designated play areas and other play and recreation destinations; as well as designated pedestrian crossing points to identify where additional traffic calming may be of benefit to the children and young people.</p>
<p>The Local Authority uses road safety grants and/or other funding to provide pedestrian safety training for children</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To engage with the Local Education Authority to explore the potential to identify what measures could be taken to help those schools who wish to participate in the KERBCRAFT scheme, but cannot provide sufficient competent volunteers</p>
<p>The Local Authority has an accessible and well-known way of arranging temporary road closures, to support more children to play outside their homes</p>	<p>RED</p>	<p>RED</p>			<p>To engage with Communities First and with Children and Young Peoples Partnership to identify whether there is a demand for temporary road closures to allow one of community play events. To engage with Transportation (Traffic) to explore the mechanism</p>

					currently available and the resource implications of putting in place temporary road closures.
The Local Authority refers to <i>Manual for Streets</i> when considering new developments and changes to the highway network/urban realm	AMBER	AMBER			To engage with Transportation to explore what opportunities exist to incorporate the needs of children and young people within street design and how the best practice contained within Manual for Streets can be used with greater success.
The Local Authority works to nationally recognised good practice guidelines when developing walking and cycling facilities	AMBER	AMBER	The Active Travel (Wales) Act 2013 was passed by the National Assembly for Wales on 1 October 2013 and received Royal Assent on 4 November 2013. Its purpose is to enable more people to undertake active travel for short journeys instead of using motorised vehicles where it is suitable for them to do so. Active Travel Routes will be utility routes i.e. to shops, health facilities, and education and health facilities and to employment. The local authority have a duty to map out their existing active travel routes and to also produce a map of routes for improvement which will be our aspirations over a 15 year plan period. We also have a duty to		Consultation completed December 2015 Implementation of plan to follow in due course

			publish the Existing Route Maps and to promote these routes.		
The Local Authority uses child pedestrian road accident casualty data to inform the location and design of interventions which help children get around independently in their communities	AMBER	AMBER			To engage with Transportation (Traffic) to explore the potential to use the accidents database to map out accidents involving child accidents. To use this data and work with Transportation (Road Safety) and make comparisons with mapped traffic calmed streets; locations of designated play areas; and locations of other key play/leisure destinations to identify if there is potential for further road safety improvement in communities outside of defined Community First areas.
The Local Authority considers children’s needs to access play opportunities when making decisions about public transport planning and expenditure	AMBER	AMBER			To explore with Transportation (Public Transportation) what options may exist in reviewing the Deeside Shuttle Service in offering children and young people access to key leisure and play destinations. To explore with the Local Education Authority and Transportation (Public Transportation) what options may exist for improving flexibility in school bus services. Possibly a longer school day may be appropriate for some schools.

**Information, publicity and events:**

For children and families to take part in play opportunities, recreational activities and events it is necessary for them to know what is available in their area.

Page 144

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority has a clearly identified section on its website which gives information about play opportunities as described in the Statutory Guidance (play areas, play provision, clubs and their accessibility)	GREEN	GREEN	Information on The Flintshire county Council webpages headed Play Sufficiency or Children Play in Flintshire; Sports Development, Culture and Libraries and Leisure Services – also information posted on the Family information Services webpages		To ensure the FIS web pages are linked and prominently promoted by the FCC Play Unit web pages and other key websites eg. Children and Young Peoples Partnership
The Local Authority provides information on access to play opportunities and contact for support if required	GREEN	GREEN	Information on The Flintshire county Council webpages headed Play Sufficiency or Children Play in Flintshire; Sports Development, Culture and Libraries and		To ensure the FIS web pages are linked and prominently promoted by the FCC Play Unit web pages and other key websites eg. Children and Young Peoples Partnership



			Leisure Services – also information posted on the Family information Services webpages		
--	--	--	--	--	--

<p>The Local Authority supports and publicises events which encourage play opportunities and events for children and families</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The local authority has continued its support of the county summer playscheme programme in Flintshire and all new play initiatives including new build and refurbishment of children’s equipped play areas</p>		<p>To explore with the Children and Young Peoples Partnership to identify whether the FIS website is widely promoted. To engage with the Local Education Authority to explore the options for engaging successfully with known ethnic minority communities whose children attend local schools. To target these communities through Schools and to ensure that the information is made available in appropriate language formats.</p>
<p>The Local Authority publicises information which contributes to positive community attitudes to play</p>	<p>GREEN</p>	<p>GREEN</p>	<p>The local authority promotes and supports via corporate communications the county summer playscheme programme in Flintshire and all new play initiatives including new build and refurbishment of children’s equipped</p>		<p>To continue to engage with the media to highlight and promote existing good practice and good news stories from the County; to promote play opportunities, to identify the need for play opportunities particularly</p>

			play areas		in those areas where there are identified deficiencies in provision; and to positively challenge public perceptions of children, young people, and the value of play
The Local Authority publicises helpful hints and support for parents to help them encourage their children to play	AMBER	AMBER	<p>This action has been achieved via the PSA grant from Welsh Government to work in partnership with Playwales to analyse data received from 600+ children, young people and residents in Flintshire with regard to their PLAY MEMORIES and play experiences. The results were collated and published on the Flintshire webpages. Posters with tips for parents and carers were also sent to all Flintshire schools library services etc. during 2015</p> <p>General Information is published on the local authority</p>		<p>To explore with Family Information Service and the Children and Young Peoples Partnership what additional measures could be developed to help parents meet children's play needs</p> <p>There is a need for the Play Unit (Public Open Spaces to review current practice and consider the introduction of a new policy where play is promoted on all appropriate public open space (eg not allotments and other sensitive spaces)</p> <p>To continue to engage with the media to highlight and promote</p>

			<p>website with regard to advice for parents and carers about playwork</p> <p>Practical tips for children playing out in the summer and links to other play orgs etc.</p> <p>The county Twitter account has access to 10,000 residents and any play/leisure/recreational activity is communicated through this for maximum publicity</p>		<p>existing good practice and good news stories from the County; to promote play opportunities; to identify the need for play opportunities particularly in those areas where there are identified deficiencies in provision; and to positively challenge public perceptions of children, young people, and the value of play.</p>
<p>The Local Authority widely uses on-site signposting to safeguard and promote play</p>	<p>AMBER</p>	<p>AMBER</p>	<p>Signs are placed on every equipped play area in the county and temporary signs erected at the 60 sites for the delivery of playschemes during the summer</p>		

The Local Authority engages with the media to encourage the positive portrayal of children playing in the local area	GREEN	GREEN	There is a great emphasis on good news stories from the local authority to the local media and children's play/leisure/recreation in Flintshire all feature		
--	-------	-------	---	--	--

**General Comments: Access to space/provision**

How has the Local Authority ensured collaboration to ensure children can move around their communities to increase access to opportunities for playing?

The Active Travel (Wales) Act 2013 was passed by the National Assembly for Wales on 1 October 2013 and received Royal Assent on 4 November 2013. Its purpose is to enable more people to undertake active travel for short journeys instead of using motorised vehicles where it is suitable for them to do so. Active Travel Routes will be utility routes i.e. to shops, health facilities, education and health facilities and to employment. Local Authorities have a duty to map out their existing active travel routes and to also produce a map of routes for improvement which will be our aspirations over a 15 year plan period. The local authority have a duty to publish the Existing Route Maps and to promote these routes. Flintshire County Council have recently completed their consultation in December 2015

**General Comments      Information, publicity, events**

**How has the Local Authority positively used information to support access to play provision?**

**The County still manages and delivers in partnership with local town and community councils and the Urdd a summer playscheme programme for 4000 + children during a five week period. This event provides a ‘cornerstone’ for play delivery in the county. The scheme has a high profile and is highly regarded by communities in Flintshire. The summer programme is a major event in the county and is well promoted and showcased via the local media**

**All of the information relating to children’s play including PSA, locations of summer play service, equipped play areas, skate parks and other recreational and cultural services are maintained on the Flintshire Families Information Services database and also via the local authorities webpages**

**Matter G: Securing and developing the play workforce**

The Local Authority should provide information on the organisational structure of the policy area which manages the play agenda and the play workforce.

**RAG status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps up to date information regarding the workforce across the Local Authority (this should include the number of playworkers, play management structure, qualification levels, training opportunities and volunteers)	AMBER	AMBER	All records are retained by Managers via the county electronic system	The majority of play workers (100 Community Play Team Members) employed by the local authority are employed on a relief, fixed term contract As such are provided with 37 hours of a variety of training opportunities including paediatric first -- aid, safeguarding and child protection, health and safety in the delivery of play services and risk management	For FCC Play Unit and FCC Corporate Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities. For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire Workforce Development Plan  To annually review every staff members progress in achieving Playwork Qualifications to

<p>The Local Authority supports all of the workforce to achieve the qualification level required by the Welsh Government's National minimum Standards</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The local authority does support permanent staff to achieve the level of qualification required by Welsh Government to meet the minimum standards.</p>	<p></p>	<p>playwork qualification over the time of their employment. Develop FCC staff as training deliverers so they are able to provide training and qualifications.</p>
<p>The Local Authority supports the workforce to achieve the accepted qualification levels set out by Skills-Active</p>	<p>AMBER</p>	<p>AMBER</p>	<p></p>		<p>To annually review every staff members progress in achieving Playwork Qualifications to ensure we meet any requirements set out via NMS To identify a funding source to support summer seasonal staff to work towards a playwork qualification over the time of their employment Develop FCC staff as training deliverers so they are able to provide training and qualifications For FCC Play Unit and FCC Corporate</p>
<p>The Local Authority includes playwork within its Workforce Development strategies</p>	<p>RED</p>	<p>AMBER</p>	<p>Playwork is considered an integral part of the local authorities Children's workforce development strategies</p>		<p></p>



					<p>Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities</p> <p>For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire workforce development plan. To further consider the use of volunteers across the Authority with FCC Human Resources to explore the potential for maximising the opportunities that can be made available to volunteers (up-skilling and experience) whilst maximising the value of volunteers for assisting in the provision of play services.</p> <p>For FCC Play Unit to engage with FCC</p>
<p>The Local Authority supports partners to deliver appropriate training to community groups, parents and volunteers</p>	<p>AMBER</p>	<p>AMBER</p>	<p>Through the provision of the PSA grant awarded to Flintshire County Council by Welsh Government in 2014 &amp; 2015 the local authority has delivered play-work and community play training to 120 community members including:- Children’s workforce; Voluntary sector; child-minders, Flintshire Primary schools &amp; Forest schools; other service areas</p>		

			<p>within the local authority and local town and community councils</p>		<p>corporate services and the Flintshire Local Voluntary Council to explore the potential for the provision of appropriate training to community groups, parents and volunteers. To lobby Welsh Government and Flintshire County Council to make the resourcing available to fund the training programme.</p>
<p>The Local Authority has undertaken a comprehensive training needs analysis for the play workforce as defined in the toolkit glossary</p>	<p>AMBER</p>	<p>AMBER</p>	<p>A full comprehensive training needs analysis is undertaken for leisure Services staff in relation to the necessary skills required to deliver services appropriately. Both the Play Development team and the technical play team are qualified to the required level to deliver quality public services</p>		<p>FCC Play Unit to undertake an annual review of comprehensive training needs analysis and to develop an appropriate training programme. FCC Play Unit to develop and present a case through the Strategic Play Forum the needs for a ring-fenced training budget to develop the Play workforce.</p>

					FCC Play Unit to develop and present a case through the Strategic Play Forum the needs for a ring-fenced training budget to develop the play workforce.
					To lobby FCC and Welsh Government for resources to fund the training objectives of the Flintshire Play Strategy. For FCC Play Unit and FCC Corporate Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities.
The Local Authority has a staff development budget ring fenced for play, including playwork	RED	AMBER	Leisure Services hold a limited general training budget		For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire workforce development plan.
The Local Authority takes action to expand the variety of learning and development opportunities that are offered to staff	AMBER	AMBER	There are a wide variety of in house training opportunities to add to individual workers own CPD including IT skills, first aid, manual handling, report writing		

<p>There is a comprehensive range of Continuing Professional Development (CPD) opportunities available for playworkers in the area</p>	<p>AMBER</p>	<p>AMBER</p>	<p>There are a wide variety of in house training opportunities to add to individual workers own CPD including IT skills, first aid, manual handling, report writing</p>		<p>For FCC Play Unit and FCC Corporate Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities.</p>
<p>There is a comprehensive range of CPD opportunities for a range of professionals who work with children</p>	<p>AMBER</p>	<p>AMBER</p>	<p>There are a wide variety of in house training opportunities to add to individual workers own CPD including IT skills, first aid, manual handling, report writing</p> <p>Partner organisations are able to access summer play team training opportunities which includes: First aid training, safeguarding and child protection, risk management and equality training</p>		<p>For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire workforce development plan</p> <p>To lobby Welsh Government and FCC to make the resourcing available to fund the training programme</p>
<p>Training is available for volunteers and parents to develop their knowledge on skills in play work</p>	<p>RED</p>	<p>AMBER</p>	<p>Through the provision of the PSA grant awarded to Flintshire County Council by Welsh Government in 2014 &amp; 2015 the local authority has</p>	<p>The ‘one off’ nature of the PSA grants from Welsh Government made this work within the action plans achievable. There is</p>	

			delivered play-work and community play training to 120 community members including:- Children’s workforce; Voluntary sector; child-minders, Flintshire Primary schools & Forest schools; other service areas within the local authority and local town and community councils	a big demand in the county and these courses were well received. However, without additional funding it is not possible to continue to provide this type of training	To lobby Welsh Government and FCC to make the resourcing available to fund an awareness raising programme.
Training awareness sessions are available for professionals and decision makers whose work impacts on children’s opportunities to play	RED	AMBER	Through the provision of the PSA grant awarded to Flintshire County Council by Welsh Government in 2014 & 2015 the local authority has delivered play-work and community play training to 120 community members including:- Children’s workforce; Voluntary sector; child-minders, Flintshire Primary schools & Forest schools; other service areas within the local authority and local town and community councils	The ‘one off’ nature of the PSA grants from Welsh Government made this work within the action plans achievable. There is a big demand in the county and these courses were well received. However, without additional funding it is not possible to continue to provide this type of training	

**General Comments      Securing and developing the play workforce**

How has the Local Authority met the requirement to undertake or secure the managerial and delivery functions necessary to achieve sufficient play opportunities?

How has the Local Authority ensured it understands and provides for the workforce development needs of the play workforce (as defined in *Wales: A Play Friendly Country*)?

How has the Local Authority ensured it understands and provides the playwork workforce (as defined in *Wales: A Play Friendly Country*)?

*The local authority via the Play team within public open spaces has continues to implement the Play Action plan for year 1. Where it has been able to maximise resources or undertake some quick wins. Progress has been made in a number of areas since 2013 against a back drop of financial challenges*




Sports Development – There is a workforce plan for sports coaches with a qualification structure. We also support a wide range of volunteers including young volunteers and adults (including parents)

Up to date information is kept on the workforce including future needs for CPD

**Matter H: Community engagement and participation.**

The Local Authority should consult widely with children, their families and other stakeholders on their views on play provision. It should also promote wide community engagement in providing play friendly communities.

RAG Status

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 159

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority promotes initiatives to engage youth groups, school councils, school governing bodies, community groups and other relevant groups in enhancing play opportunities for children in its area.	AMBER	AMBER			To work with Corporate Services to develop approaches to minimise consultation duplication and overload for stakeholders, whilst simultaneously maximising the potential for collaboration between FCC Services, in delivering play opportunities for children and young people
The Local Authority promotes community engagement in: <ul style="list-style-type: none"> <li>- making space available and suitable for play</li> <li>- organising play events</li> <li>- positive attitudes towards children and play</li> <li>- training on the importance of play.</li> </ul>	AMBER	AMBER			To work with Corporate Services to develop approaches to minimise consultation duplication and overload for stakeholders, whilst simultaneously maximising the potential for collaboration between FCC Services in delivering play opportunities for children and young people. To continue to engage with FCC

					<p>Councillors; Town and Community Councillors, FCC decision makers, Third Sector, with adults in the community to raise awareness of the importance of play, to highlight how decisions impact on play, and to provide training and raise awareness of play value. To engage with local, regional and national media to promote positive attitudes to children and young people and to promote the value of play.</p>
--	--	--	--	--	--




<p><b>General Comments      Community engagement and participation.</b> How has the Local Authority effectively used existing mechanisms for children’s participation and family consultation processes with regards to play?</p> <p>All children attending summer playschemes (4,010 during 2015) are consulted on an annual basis with regard to their views on playing out and play opportunities in their own communities</p> <p>The Flintshire Children and Young People’s Partnership have a variety of forums, groups and methods of engaging with children and young people across the county via their involvement and participation work</p> <p>The local authority via the Children’s and Young People’s Partnership offer training for effective community engagement and participation</p> <p>Sports Development work with school councils and have played a large role in establishing school sports councils. We have supported students to work with Governors and helped students become coaches with community sports groups and in youth clubs</p>
---



**Matter I: Play within all relevant policy and implementation agendas**

The Local Authority should examine all its policy agendas for their potential impact on children’s opportunities to play and embed targets and action to enhance children’s play opportunities within all such policies and strategies.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 161

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
There is a named person on the Local Service Board who champions children’s play and ensures that the Play Sufficiency Assessment and Action Plan contribute to and are incorporated within the Single Integrated Plan	AMBER	AMBER			Following production of the Play Sufficiency Assessment, a presentation will be delivered for the two Play Champions of Flintshire County Council. This presentation will take the form of a briefing, to ensure that the findings of the PSA, can best be presented onto other key decision making groups, including the Local Service Board

Education and schools

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Schools ensure that children are provided with a rich play environment for breaks during the school day	AMBER	AMBER	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>This pilot was enabled via the PSA grant received from the Welsh Government 2014 &amp; 2015</p>		To engage with the Local Education Authority and to identify how best to engage with individual schools to identify how schools have sought to provide rich play environments and to promote good practice.
Schools provide play opportunities during out of teaching hours	AMBER	AMBER	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>This pilot was enabled via</p>		To engage with the Local Education Authority and to identify how best to engage with individual schools. To identify how schools have sought to provide out of school hours play

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			the PSA grant received from the Welsh Government 2014 & 2015		opportunities and to promote good practice.
Schools provide access to school grounds for playing out of school times	AMBER	AMBER	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>This pilot was enabled via the PSA grant received from the Welsh Government 2014 &amp; 2015</p>		<p>To engage with the Local Education Authority and to identify, how best to engage with individual schools. To identify whether school grounds are accessible for community use (Out of school hours / out of term time) and whether this is open access or requires booking with the school.</p> <p>To engage with Education and the Corporate Health and Safety Team to identify appropriate methods and guidance that could be presented to schools, to show how school grounds could be made available to the</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			The Play Development Team, Playful Futures consultant and Senior lecturer in playwork at Leeds Beckett University will be presenting to the federation of Flintshire Headteachers in march 2016 as a direct result of the success of this project		community (Either open access or through bookings) whilst maintaining security of buildings and other assets. FCC to hold county wide public Consultation during 2016
Schools encourage children to walk and cycle to school	AMBER	AMBER	<p>The local authority employs a Healthy Schools officer to work with schools to encourage walking and cycling</p> <p>The local authority were able to purchase and install cycle racks (12 cycles) at 8 school and leisure locations in line with the Active Travel Plan for Flintshire. This was enabled via the PSA grant received from Welsh Government during 2014 &amp; 2015</p>		

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
<p>The Local Authority offers guidance to ensure schools understand and ensure that regular outdoor play is not curtailed</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>The Play Development Team, Playful Futures consultant and Senior lecturer in playwork at Leeds Beckett University will be presenting to the federation of Flintshire Headteachers in march 2016 as a direct result of the success of this project</p> <p>This pilot was enabled via the PSA grant received from the Welsh Government 2014 &amp; 2015</p>		<p>To engage with the Local Education Authority, to promote the value of break-times for facilitating children’s play. To engage with the Local Education Authority, Pilot project delivered at three Flintshire Primary schools during 2015/2016 to provide evidence of the effectiveness of a Playwork approach during school lunchtimes. The Play Unit have been invited to provide a presentation to the federation of Primary school Headteachers in Flintshire with the results from the pilot project which has proven very successful</p>

**Town and Country Planning**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Development Plan recognises and addresses the outdoor play needs of children of various age groups and abilities	RED	AMBER			Flintshire County Council has already made commitments to commence a Local Development Plan. Work is currently underway. The Flintshire Strategic Play Forum will engage with the Planning Authority, to ensure that the policies that are drafted are reflective of the play needs of children of different ages and abilities

Page 166

**Traffic and Transport**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
----------	-----------------	-----------------	-------------------------------	------------	------------------------------------

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The local Transport Plan recognises the importance of local streets, roads and walking and cycling route in offering play opportunities for children of different ages and abilities	AMBER	AMBER			To engage with Taith to promote the needs of children and young people in accessing and utilising paths, cycleways and public transportation services to access play, recreation and leisure facilities.
The local Transport Plan identifies ways of assessing and addressing the needs of all groups including those which are often marginalised.	GREEN	GREEN			To engage with Taith to promote the needs of children and young people in accessing and utilising public transportation services.

**Health and Wellbeing**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority plans and agenda to promote health and well-being recognise the importance of play for children's and families' physical health and well-being	AMBER	AMBER			Each of the key strategic partnerships to continue to regularly monitor programmes, that directly impact on play for children's and families' physical health and well-being.

**Child Poverty**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority's tackling poverty agenda and plans recognise the importance of ensuring that play opportunities are available to all families regardless of their income.	GREEN	GREEN			To seek to influence the Welsh Government in order that funding be made available to enable existing services to be continued for the benefit of children and promoting and providing play opportunities.



**Early Years/Childcare**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Early Years, and Flying Start plans and services recognise the importance of play and contribute to the provision of rich play opportunities for younger children	GREEN	GREEN			None identified
The Childcare Strategy offers guidance to ensure local childcare providers understand the importance of and provide a rich play environment as a routine part of the care they provide	GREEN	GREEN			To engage with the Children and Young Peoples Partnership, to explore what is already being done to engage child-care providers, to promote rich play environments.

**Family policy and initiatives**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Family support initiatives provide up to date information and support for parents to enable them to support their children to play	GREEN	GREEN			None identified

**Inter-generational policy and initiatives**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
There are a range of play based approaches to inter-generational activity	AMBER	AMBER			Flintshire Play Unit via Family Information Service to promote good practice regarding inter-generational projects.
There is a creative approach to inter-generational activity which encourages better interaction between children of different ages	AMBER	AMBER			All services involved in providing inter-generational activities which encourages better interaction between children of

					different ages. To utilise the services of the Family Information Service in order to raise awareness and promote activity
--	--	--	--	--	--

**Community Development**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Community Strategy makes a clear statement regarding the rights of children to play within their communities	GREEN	GREEN			To engage with Corporate Services to explore the potential to enshrine the “Right of the Child to Play” within the community within future revisions of the Community Strategy and/or within the FCC Flintshire Single Integrated Plan
The Community Strategy supports communities to provide play opportunities for their children	GREEN	GREEN			None Identified
The Community Strategy makes a clear statement regarding how providing play opportunities	GREEN	GREEN			None Identified

contributes to community cohesion					
-----------------------------------	--	--	--	--	--

<b>Community Safety</b>
-------------------------

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Community Safety Strategy makes a clear statement which recognises the rights of children to play in their communities	RED	RED			To contribute to future reviews of the Community Safety Partnership Plan, to ensure that the views of children and young people are included and that the 'right to play' is recognised within that plan.
The Community Safety Strategy includes actions which provide a safe environment for children to play in their communities	AMBER	AMBER			To contribute to future reviews of the Community Safety Partnership Plan to ensure that the views of children and young people are included and that there is explicit recognition of the value of play as a diversionary activity within the community. To engage with the

					Community Safety Partnership to strengthen existing links in the delivery of 'diversionary' and 'preventative' interventions.
--	--	--	--	--	---

<b>Health and Safety</b>	
--------------------------	--

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Health and Safety policies explicitly recognise the value of children being able to experience risk and challenge	AMBER	AMBER	The local authorities' health and safety unit provide support and advice on all children's play and leisure issues, The allocation of a specific officer has enabled a close working partnership to enable both a robust approach to health and safety, developing in partnership proper systems of working and procedures which underpin play provision. The Local		To engage with the Health and Safety Team to explore the potential to formally review Health and Safety Policies, with a view to include reference to risk and challenge within children's play

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			<p>Authorities health and safety Unit have developed a bespoke training for Risk management in the delivery of play services. This is bespoke to the temporary team and is based on years of delivery. The child is at the centre of the training but also there is protection through knowledge for the workforce. The training is delivered by the health and safety officer during the training for the summer team via a variety of both formal classroom and practical sessions. Playworkers are additionally made aware of both risk benefit and dynamic risk assessment and the practicalities within a short term delivery</p>		
<p>The Health and Safety policies and procedures incorporate the risk-benefit approach to health and safety</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To engage with the Local Education Authority, the Corporate Health and Safety Team and with key information</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
assessments as recommended by the Health and Safety Executive (HSE)					networks such as the Family Information Service and the Children and young Peoples Partnership to help develop health and safety awareness and overcome attitudes of risk aversion
The Local Authority offers the provision of insurance through the Local Authority scheme to all third sector play providers and community councils	GREEN	GREEN			To engage further with (FCC) Corporate Health and Safety and with the (FCC) Insurance office, to explore what improvements can be made in extending cover for third sector and community councils to make it easier to deliver activities and 'one-off' events. This might be achieved simply by offering an advice sheet and guidance, as to what third sector and community groups

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					need to take into account in ensuring that sufficient insurance provision is made.

**General Comments:**      **Play within relevant policy and implementation agendas**

Please use this section to highlight successes of collaboration across policy areas to improve play opportunities.



## Conclusion

This section should identify the key priorities for the Local Authorities in accordance with the regulations and described in the Statutory Guidance.

For the local authority to identify two new key Play Champions to represent children's play at the highest strategic level and to ensure that play is high on all agendas, including the Single Integrated Plan

To reinvigorate the Flintshire Strategic Play Forum, a multi-agency group to provide guidance for the larger play network. The FSPF will be responsible for overseeing and monitoring the implementation of the Play Sufficiency Action Plan, 2016

For the local authority to continue to develop effective partnerships to safeguard children's play in the county. With regard to equipped children play areas the county will continue to explore of alternative delivery models (ADM) and Community asset transfer schemes (CAT)

To continue to provide the highest quality play opportunities for children in the county, including the appropriate training of staff

To continue to deliver high quality play services to children, young people and communities in partnership via full consultation and identified need

**Way forward**

This section should briefly introduce the Action Plan which sets out what steps need to be taken to improve the opportunities for children to play within the Local Authority area, including what mechanism and criteria were used to agree and prioritise actions. It should also describe the actions the Local Authority will take with regards to change in infrastructure, partnership working or mechanisms to ensure that it is well placed to deliver on the duty to secure sufficient play opportunities.

**Signed:** .....

**Date:** .....

Play Sufficiency Action Plan



Llywodraeth Cymru  
Welsh Government

<b>Name of local authority:</b>	<b>FLINTSHIRE COUNTY COUNCIL</b>
<b>Name of person responsible officer:</b>	<b>MIKE WELCH</b>
<b>Job title:</b>	<b>PRINCIPAL LEISURE OFFICER</b>
<b>Date of completion:</b>	<b>31<sup>st</sup> MARCH, 2016</b>



**Actions to be taken to address the issues / shortcomings recorded in the Play Sufficiency Assessment**

**Proposed actions for the period of 1<sup>st</sup> April 2016 – 31<sup>st</sup> March 2017**

(Funding source: funding from Local Authority own budgets and to be included in the Single Integrated Plan).

Matter	Priorities	Targets	Milestones	Resources, including costs	Funding source (new or existing funding streams)
Statutory Guidance-policy framework	Reinvigoration of the Flintshire Strategic Play Forum	Representation for children’s play at the highest strategic level  Delivery and implementation of the Play Action Plan	Appointment of two new play champions to represent play at the highest strategic level  1 <sup>st</sup> Meeting of newly formed Flintshire Strategic Play Forum. Minutes from all meetings recorded	No cost	N/A
<b>Matter A: Population</b>	To continue to access current and relevant data to plan services appropriately and to assist in targeting those most vulnerable groups	To maximise the use of resources to target communities and children most in need	Representation at the first meeting from the third sector and relevant organisation on the Flintshire Strategic Play Forum	Potential Costs of volunteer attendance	To be identified

<p><b>Matter B: Providing for diverse needs</b></p>	<p>To continue to develop existing and identify new partnerships for children with diverse needs</p>	<p>For the Flintshire Strategic play Forum to identify current availability of services and to coordinate the development of other complimentary services To work with a range of other service areas and providers to share good practice and form new partnerships</p>	<p>Representation at the first meeting from the third sector and relevant organisation on the Flintshire Strategic Play Forum</p>	<p>Potential Costs of volunteer attendance</p>	<p>To be identified</p>
<p><b>Matter C: Space available for children to play</b></p>	<p>For the play unit and leisure services continue to work in partnership with planning, housing and environmental services through joint projects and their representation within the Flintshire Strategic Play Forum</p>	<p>Access to both quality and quantity of play provision in accordance with legislation and via joint consultation</p>	<p>Representation from these important strategic service areas at first meeting of newly formed Flintshire Strategic Play Forum. Minutes from all meetings recorded</p>	<p>Core funding of existing staff within each service area</p>	<p>Local Authority core budget</p>

<p><b>Matter D: Supervised provision</b></p>	<p>Identify new and alternative methods of delivery in partnership with local town and community councils and the third sector</p>	<p>Continued delivery for the Flintshire Summer Play scheme programme from 2017 onwards</p>	<p>Identification of funding partners for summer playscheme 2017</p>	<p>The local authority core budget or summer playschemes allows for the employment of the Play development Officer who will work to identify new, alternative and sustainable resourcing</p>	<p>To be identified via partnership consultation during 2016</p>
<p><b>Matter E: Charges for play provision</b></p>					
<p><b>Matter F: Access to space/provision</b></p>	<p>For the play unit and leisure services continue to work in partnership with planning, housing and environmental services through joint projects and their representation within the Flintshire Strategic Play Forum</p>	<p>Access to both quality and quantity of play provision in accordance with legislation and via joint consultation</p>	<p>Representation from these important strategic service areas at first meeting of newly formed Flintshire Strategic Play Forum. Minutes from all meetings recorded</p>	<p>Core funding of existing staff within each service area</p>	<p>Local Authority core budget</p>

<p><b>Matter G: Securing and developing the workforce</b></p>	<p>Accessing of training opportunities for all staff involved in Children’s play</p>	<p>To maintain the quality of the delivery of play services in the county both for supervised play and the inspection and technical team</p>	<p>Development of workforce training plan in accordance with the delivery of quality play services- June 2016</p>	<p>Identification of grants and other revenue streams to assist with the costs for training in addition to the local authority core budget</p>	<p>To be identified via partnership consultation during 2016</p>
<p><b>Matter H: Community engagement and participation</b></p>	<p>To continue to safeguard children’s play in the county via new partnerships with communities in the county including the development of Alternative delivery Models and Community Asset Transfer</p>	<p>Consultation with children, young people and communities Safeguarding of equipped children play areas</p>	<p>Sustainability of children’s opportunities to access supervised play opportunities. Identified partners identified to deliver the Flintshire County Summer playscheme in 2017</p> <p>Public consultation with all partners with regard to the Transfer of assets and alternative delivery models for equipped play areas</p>	<p>The Play Unit and Leisure Services have identified this as a priority work area for 2016/2017</p>	<p>Core funding from local authority</p>

<p><b>Matter I: Play within all relevant policy and implementation agendas</b></p>	<p>For the local authority to ensure that children’s play issues are represented at the very highest strategic level and that all service areas are mindful and proactive with regard to childrens right to play</p>	<p>Appointment of Chair for the Flintshire Strategic Play Forum April 2016</p> <p>1<sup>st</sup> meeting to be arranged for May 2016</p>	<p>Reinvigoration of the Flintshire Strategic Play Forum</p> <p>Appointment of two new play champions to represent play at the highest strategic level</p>	<p>No cost</p>	<p>N/A</p>
--	--	--	--	----------------	------------



## Play Sufficiency Assessment Form



Llywodraeth Cymru  
Welsh Government

Page 185

**Name of Local Authority:** FLINTSHIRE COUNTY COUNCIL

**Name of responsible officer:** MIKE WELCH

**Job title:** PRINCIPAL OFFICER LEISURE SERVICES

**Date of completion:** Please note that the Play Sufficiency Assessment must be received by the Welsh Government by 31<sup>st</sup> March 2016



## Conducting the Assessment – Play Sufficiency Assessment

As well as establishing a baseline of provision, the Play Sufficiency Assessment will enable the following:

- Identification of gaps in information, provision, service delivery and policy implementation
- Support the establishment of evidence to give an indication of distance travelled in relation to play sufficiency
- Highlight potential ways of addressing issues relating to partnership working
- The input and involvement of all partners increasing levels of knowledge and understanding
- A monitoring system which will involve and improve communication between professionals
- The identification of good practice examples
- Increased levels of partnerships in assessing sufficient play opportunities
- The identification of actions for the Securing Play Sufficiency Action Plan which accompanies the Play Sufficiency Assessment

A template has been produced to support a corporate appraisal of the matters that need to be taken into account as set out in the Statutory Guidance. The indicators listed within each matter are provided as sample indicators which should be amended to meet local issues as appropriate.

The Play Sufficiency Assessment must demonstrate that the Local Authority has taken into account and assessed the matters set out in The Play Sufficiency Assessment (Wales) Regulations 2012 and Statutory Guidance.

As well as providing baseline information, the Assessment can include examples of current practice that the Local Authority wishes to highlight.

Local Authorities might consider structuring the Play Sufficiency Assessment in the following way and as a minimum address all the identified sections.

### Principle Statement

This section should be used to articulate the Local Authority's acknowledgement of the value and importance of play in the lives of children.

Flintshire County Council are committed to ensuring that all children, young people and communities children have access to enough time, space and permission for play as part of their everyday lives. We recognise our responsibility to ensure that children living in Flintshire have a right to play

Flintshire County Council recognize that play is central to children's enjoyment of life and is essential to their physical and emotional well-being and their healthy development. We recognise that some aspects of our modern society can limit children's time and space for play and we will continue to create partnerships for play to help create environments where children can freely play and encourage communities to be more play friendly.

The Play Development Team works with other Local Authority departments and partner agencies, encouraging individuals to recognise their own impacts on children's play; advocating for play to be considered in the planning of local services; enhancing the development and delivery of play work projects, and providing ongoing practical advice to families, communities and other professionals in their support of children's right to play.

Through the work of the Play Development Team, Flintshire place greater value on play and emphasis on children's right to play and, by increasing opportunities for play within local communities, we will enhance children's experience of growing up in Flintshire

### Context

This section should describe the methodology used to undertake and approve the Play Sufficiency Assessment and Action Plan and any consultation with partners on the Assessment/Action Plan. It should also list the key partners that engaged with the process and identify any challenges in undertaking the Assessment. It should describe the mechanism that the Local Authority proposes to use to take forward the identified actions for the action plan.

The local Authority has reviewed and assessed all of its play action plans since the baseline audit undertaken for the Play Sufficiency Assessment in 2013. This review and assessment process has formed the basis for the Play Sufficiency Assessment 2016 and action planning thereafter.

### Partnership working

This section should demonstrate to what extent the following (and others) were involved in the undertaking of the Assessment and the development of the action plan:

- Town and Community Councils
- Third sector organisations, particularly regional play associations
- The private sector if appropriate
- Community groups
- Community First Partnerships

The Local Authority continue to work closely in partnership with all town and community councils both for equipped play area match funding schemes and summer playschemes. The Local Authority also work closely with a range of other partners including third sector organisations and community groups for play projects delivered across the county

e.g.

The Local Authority Play Unit work with Action for Children via the families First grant to provide the PALS Project – Play and leisure Support

Flintshire Summer Playschemes Programme 2015 in partnership with all local town and community councils and in discussion for 2016

Match funding scheme for the upgrading of equipped play areas in the County on RAG system to identify those communities most in need

The Play Unit work in partnership with the Urdd to provide play opportunities for children through the medium of Welsh as part of the county summer playscheme programme.

### Consultation and participation

This section should describe how the Local Authority has:

- Obtained the views of children with regards to the play opportunities they currently access, how they would like the community to better support them to play and what barriers stop them from playing
- Obtained the views on play provision from parents, families and other stakeholders
- Analysed the information and have used it to inform future plans

All service areas and partners involved in the wider play network in Flintshire were asked to consider RAG status 2013 and 2016 and to comment with regard to any change.

The following service areas were consulted:

- Flintshire Children's & Young Peoples Partnership
- Countryside Services
- Inclusion & Progression
- Business Change & Support
- Planning & Environment
- Health & Protection

- Public Open Spaces
- Information & Involvement
- Sports Development
- Housing Regeneration & Strategy
- Community & Enterprise
- Libraries, Arts & Culture
- Streetscene & Transportation

The Local Authority undertake an annual 'exit' poll from children attending the Summer playscheme. 290 children provided their views on play at the end of the summer delivery 2015

A countywide consultation of Welsh speaking children was undertaken in 2014/15 In partnership with Play wales and the Urdd

Via a specific consultation the views were collated of the 41 disabled children attending the summer playscheme via the Flintshire Buddy Scheme

All of this information has been recognised and incorporated into the Play Action plan 2016

### Maximising resources

This section should provide an overview as to how partners currently use their existing budgets to support children's access to play opportunities. It should identify how budgets have been reprioritised as part of the 2013 Play Sufficiency Assessments and subsequent plans.

Please use this section to highlight what has changed since the 2013 Play Sufficiency Action Plan in terms of how resources are allocated.

Please also highlight how Welsh Government programmes have been used locally for the provision of play and how they have addressed priorities from your 2013 play sufficiency assessment:

The local authority has maintained its core budget for both capital and revenue for children's play. However, due to financial austerity the Local Authority is seeking to find ways to meet the play needs of children and communities against a backdrop of financial austerity. This is a challenge

The grant received from Welsh Government through PSA 203/14 and 14/15 has been the only source of funding to develop play opportunities identified within the Play Action Plans

E.g.

Enhancements of equipped play areas in those areas as identified as most in need

Piloting of the 'Playful Futures' Project to provide the evidence of how the school day is improved through increasing the quality of school playtimes

Consultation with Welsh speaking children via the Urdd

Piloting of a project in the county specifically with regard to gypsy traveller children in partnership with Play -wales

### **The Play Sufficiency Assessment and the Single Integrated Plan**

This section should identify how the Play Sufficiency Assessments form part of the local needs assessment and to what extent the Play Sufficiency Assessment and Action Plan are integrated into the planning, implementation and review of the Single Integrated Plan.

The Chief Officer for Lifelong Learning represents play issues to be incorporated into the Single Integrated Plan. The Chief Officer is the Chair of the Families First Board in Flintshire and the Flintshire Children’s and Young Peoples Partnership. The Flintshire Strategic Play Forum is a sub group of the Children’s and Young Peoples Partnership.

### **Monitoring Play Sufficiency**

This section should identify the lead director and lead member for children and young people’s services. It should also describe the Play Monitoring Group or equivalent. Along with a list of members, please describe how the group has been facilitated and the benefits and challenges of the group.

The Lead Member for play is Councillor Kevin Jones the Lead Member for Waste Strategy, Public Protection and Leisure. The Chief Officers representing play are Ian Bancroft, Chief Officer for Organisation Change 1 Communities and Ian Budd, Chief Officer Lifelong Learning.

The Flintshire Strategic Play Forum will be reformed and reinvigorated early in 2016 following local government reorganisation and will form a multi-agency forum to monitor the PSA Action Plan 2016.

This section contains the “matters that need to be taken into account” as set out under section 10 of the Statutory Guidance.



**The Criteria column:** sets out the data that needs to be available and the extent to which Local Authorities meet the stated criteria.

**The RAG status column:** provides a drop down box, whereby the Local Authority can show its assessment of whether that criterion is fully met; partially met; or not met. These have been given Red, Amber Green markers, which appear as words in the drop down boxes.

Red, Amber Green (RAG) status is a tool to communicate status quickly and effectively.

**RAG status**

Criteria fully met.	Fully met
Criteria partially met.	Partially met
Criteria not met.	Not met

**The Evidence to support strengths column:** should be used to provide the reason for the chosen criteria status and how the evidence is held.

**The Shortfall column:** should be used to explain the areas in which the Local Authority does not fully meet the criteria.

**The Identified Action for Action Plan column:** Should be used to show the Local Authority action planning priorities for that Matter.

**The General Comments:** for each matter should give a clear overview of how the Local Authority complies with the intention and implementation of this matter as set out fully in the Statutory Guidance.

The template should be monitored by the officer who is co-ordinating the Assessment and reviewed on a regular basis by the Play Sufficiency Working Group.

**Matter A: Population**

The Play Sufficiency Assessment should present data about the number of children living in the Local Authority to enable an assessment of their potential play requirements. The data should provide information about the numbers of children in different categories that may affect their play requirements. The data should also show if the area is classified as one of disadvantage/deprivation and whether a 5 year population projection is available.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
There is data broken down by Lower Super Output Areas (LSOAs)	AMBER	AMBER	Libraries and Leisure Services will continue to work to identify those areas most in need of play services		Flintshire County Council will consider, analyse and interpret the data within the 2011 Census and seek to provide key analysis into the public domain. Specifically Leisure and Planning Services will continue to develop existing approaches based on the new 2011 data to identify areas of sufficiency and deficiency in play provision.
There is up to date data for ages:	AMBER	AMBER			
0-3	AMBER	AMBER			
4-7	AMBER	AMBER			
8-12	AMBER	AMBER			
13-15	AMBER	AMBER			
16-17	AMBER	AMBER			
There is an up to date recorded number of disabled children in each age group	AMBER	AMBER			

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
<p>There is up to date information regarding the number of children for whom Welsh is their first language or attend Welsh medium schools</p>	<p>AMBER</p>	<p>AMBER</p>	<p>Libraries and Leisure Services will continue to work to identify those areas most in need of play services</p>		<p>Working with the Children and Young People’s Partnership and the Urdd, Leisure Services (Play Unit) will seek to identify the general location of Welsh language students attending Maes Garmon the only Welsh speaking secondary school in Flintshire. This local census, will identify the play needs of this group of children and how these needs might be met either through the school (before and after school provision) and/or in their local communities. The local authority is currently working in partnership with the Urdd and Playwales and has recently completed a countywide consultation with Welsh speaking children and their families to seek out their</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					views on the quantity and quality of play provision and to pilot a scheme with regard to the identified housing needs.
There is up to date information regarding other recorded cultural factors, including other language, and gypsy traveller children	GREEN	GREEN	Libraries and Leisure Services will continue to work to identify those areas most in need of play services		Flintshire County Council will consider, analyse and interpret the data within the 2011 Census and seek to provide key analysis into the public domain. Specifically Leisure and Planning Services will continue to develop existing approaches based on the new 2011 data to identify areas of sufficiency and deficiency in play provision. Leisure Services (Play Unit) will continue to seek to engage with children of ethnic minorities.

**General Comments:      Population Measures**

How has/will the Local Authority use its population data to plan for sufficient play opportunities locally?




The Local Authority Public Open Spaces section within Leisure Services including the Play Development Service use this information to design services in terms of identifying child population and play deprivation

Sports Development use this to help to plan provision in areas across Flintshire ensuring that its age appropriate and in the right place at the right time.

**Matter B: Providing for Diverse Needs**

The Play Sufficiency Assessment should present data about how the Local Authority and partners aim to offer play opportunities that are inclusive and encourage all children to play and meet together.

**RAG Status:**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The play requirements of children living in isolated rural areas are understood and provided for	AMBER	AMBER			An assessment of mapping fixed play areas has already been undertaken and it is proposed that this assessment be further developed utilising 2011 Census Data to identify the locations of greatest need in rural areas. This exercise will inform future investment decisions.  It is proposed that

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					<p>further discussions be held with Education (Inclusion) and Transportation (Public Transport &amp; Taith) to promote the development of alternative transportation services.</p>
<p>The play requirements of Welsh language speaking children are understood and provided for</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The play Unit recently completed a consultation with Welsh speaking children, young people and families via the Welsh Governments PSA grant 2015. This funding provided a grant to the Urdd in partnership with Playwales to analyse data from 360 families. This data supports the need for more play opportunities in the county to be delivered through the medium of Welsh</p> <p>In addition the county play development team work in</p>		<p>To work with the Urdd and the Children and Young Peoples Partnership to assess the extent of Welsh speaking children in isolated rural areas with a view to developing new appropriate play provision and to ensure existing provision affords the opportunity to converse in Welsh.</p> <p>Further</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			<p>partnership with the Urdd to provide three summer playschemes delivered through the medium of Welsh</p> <p>There is a positive and ongoing partnership between the local authority and the Urdd and a great willingness to further develop opportunities for children’s play in the county</p>		<p>consideration is required to continue to promote Welsh language and ensure local needs are met whether its in the publication of FCC documentation or in the delivery of FCC services which offer the potential for people to converse in Welsh.</p> <p>To work with partners including the Urdd and welsh speaking schools and with the Children and Young Peoples Partnership to assess the play needs of Welsh speaking children with a view to developing new appropriate play</p>



Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					provision and to ensure existing provision affords the opportunity to converse in Welsh.
The play requirements of children from different cultural background are understood and provided for	AMBER	AMBER	The play development team continue to identify links to different groups and organisations, identify training for staff, provide diversity and inclusion training for all staff and work with the Community cohesion team to further develop play opportunities for all children in the county		To continue to identify partnerships to increase and improve opportunities for children to play in inclusive and integrated sessions

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The play requirements and support needs of disabled children are understood and provided for.	AMBER	AMBER			To lobby Welsh Government to make sufficient funding available to continue to provide sufficient ‘ Buddies’ to enable disabled children to access play provision.
Play projects and providers have access to a range of resources which support inclusion	RED	RED			To lobby Welsh Government to allocate additional resources to continue existing funding for the Flintshire Play Service
There is a well known and agreed mechanism which is used to identify the need for separate provision for disabled children	AMBER	AMBER			To engage with the Children’s Integrated Disability Service and to explore what potential

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					<p>exists to develop and improve mechanisms for disabled children to access sufficient play opportunities                      To update the FCC Play Area Survey and to consider in updating the Survey                      undertaking full DDA assessments of all play areas.                      FCC Public Open Space Play Unit in partnership with FCC Corporate Services to develop a pilot fora gypsy-traveller site to be managed and operated by Flintshire County Council in partnership with the local community.</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Access audits for all play provision as described in the guidance are undertaken	GREEN	GREEN	There is an ongoing process to manage access to all equipped children's play areas in the county		Further assessment will be required in relation to other authorised sites to identify play needs and whether there are issues of deficiency
Designated play space is provided and well maintained on gypsy traveller sites	RED	RED	There is an aspiration in the authority which needs to continue to be developed via partnership working, However play wales via funding received from the local authority PSA grant. They are planning to work with other service areas e.g. Housing and are planning to pilot a supervised play setting during 2016 to identify and develop play opportunities going forward Links are maintained via the local authority play development team	There is currently no funding available	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			Links are maintained via the local authority play development team		
The requirements of young carers are understood and provided for	AMBER	AMBER			
The requirements of lesbian, gay or bisexual (LGB) children are understood and provided for	GREEN	GREEN			
The requirements of disabled children are understood and provided for within traffic and transport initiatives	AMBER	AMBER			

**General Comments: Providing for Diverse Needs**

How has data been used (or how will the data be used) to address the barriers that children with diverse needs face in accessing inclusive opportunities for playing?

PLAY UNIT – Currently working in partnership with:

Action for Children Families First Transition Service (PALS Project) – families first funded project to support young people aged 14-25 years on the autism spectrum to access play and leisure opportunities with a buddy  
 Sports Development, Dragon Sports Programme – supplying buddy staff where possible to support children aged 5 – 12 years with additional needs to enable them access sports activities during out of term sessions

The local authority in partnership with Play Wales will pilot a national play project targeting gypsy traveller children in the County 2016/2017. This has been enabled via the Welsh Government Grant for play sufficiency in Flintshire

Sports Development work with Disability Sport Wales and their InSport programme to plan and deliver inclusive and accessible opportunities for children. In addition to this the KidzFit sessions are inclusive and operate on a partner referral and self referral process. Work has also been done to provide young carers with sports qualifications in order to support their development and play needs.




The Sports Development Active 4-16 programme funded by Families First - provides additional support for children and young people aged 4 - 16 with additional needs to access mainstream sport and activity in Flintshire, the programme also offers a buddy scheme alongside inclusive family fitness and nutrition programmes, Kidz Fit is a programme developed from Active 4-16 to ensure children and young people can take part in inclusive sport sessions in a safe environment.

Education do not hold records of children with a disability, although through the PLASC they have information regarding those with special educational needs – this is for school age children only, unless health have provided them with pre-school information such as those with significant sensory loss etc.

**Matter C: Space available for children to play: Open Spaces and Outdoor unstaffed designated play spaces**

The Local Authority should recognise that all open spaces within their area are potentially important areas where children can play or pass through to reach other play areas or places where they go.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

**Open Spaces**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority has undertaken an Open Space Assessment (OSA) that maps areas that are used, or might be used for playing as listed in the Statutory Guidance	AMBER	AMBER	FCC undertook an Open Space Assessment in 2005. This document was updated albeit in part in 2010, however, this is now historic. Whilst this survey is historic it is still very relevant to today and forms the starting point for detailed open space assessments for individual communities	The assessment is now 11 years old. The study was originally based upon the 6 acre standard which has since been replaced with new guidance by FIT (008 & 2015) There is a need to update the study with regards to new open space provision, changes to existing open space, and the need to update population data.	The Open space Survey needs to be updated in the context of the revised FIT Standards 2015.
The Local Authority has undertaken an Accessible Greenspace Study that maps areas that are used for playing	AMBER	AMBER	FCC has undertaken an ANGSt survey	The ANGSt survey needs to be considered within the Open Space Survey which at present only considers play and recreation space.	The revised FIT standards are now reference natural space and standards. The revised Open Space survey.
The Local Authority undertakes access audits at all open spaces and implements proposals to	AMBER	AMBER	FCC undertook access audits for all equipped play spaces, skate parks and MUGAs as part of the 2010	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to	To continue monitoring and auctioning the 2010 survey.

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
improve access and safety			play area survey.	identify improvements and deterioration in facility provision.	None  To continue monitoring and actioning the 2010 survey  None
The Local Authority has developed its own Open Space Standards in accordance with the advice and requirements of Planning Policy Wales	AMBER	AMBER	In 2013 FCC adopted its Greenspace Strategy within which is its open space standard	None	
The Local Authority undertakes and actions Play Space assessments which include actions to make public space clear from hazards	AMBER	AMBER	FCC undertook play area audits for all equipped play spaces, skate parks and MUGAs as part of the 2010 play area survey.	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to identify improvements and deterioration in facility provision.	
Brownfield sites owned by the Local Authority are assessed for the potential for the site to be reclaimed to provide for children's play	RED	RED	This has never been undertaken and in light of current financial pressure is unlikely to be undertaken	The financial pressure on the Council to maintain service delivery means that all assets are being assessed to maximise value	

**Outdoor Unstaffed Designated Play Spaces**



Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps an up to date record of all designated play space as described in the Statutory Guidance	GREEN	GREEN	FCC have this data available	None	None
The Local Authority assesses play spaces for play value and potential to increase in play use as set out in the Statutory Guidance	GREEN	GREEN	FCC undertook play area audits for all equipped play spaces, skate parks and MUGAs as part of the 2010 play area survey.	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to identify improvements and deterioration in facility provision.	None
The Local Authority undertakes access audits at all designated play spaces and implements proposals to improve access and safety	GREEN	GREEN	FCC undertook play area audits for all equipped play spaces, skate parks and MUGAs as part of the 2010 play area survey.	The 2010 Survey is still relevant and officers are undertaking annual monitoring of this Survey to identify improvements and deterioration in facility provision	None
The Local Authority has developed and agreed a new fixed play provision standard	GREEN	GREEN	In 2013 FCC adopted its Greenspace Strategy within which is its Open Space standard consisting of qualitative space standards for equipped play, recreation and greenspace.	None	
The Local Authority undertakes and actions play space assessments in	GREEN	GREEN	The Open space Survey needs to be updated in the context of the revised FIT	The 2010 Survey is still relevant and officers are undertaking annual	

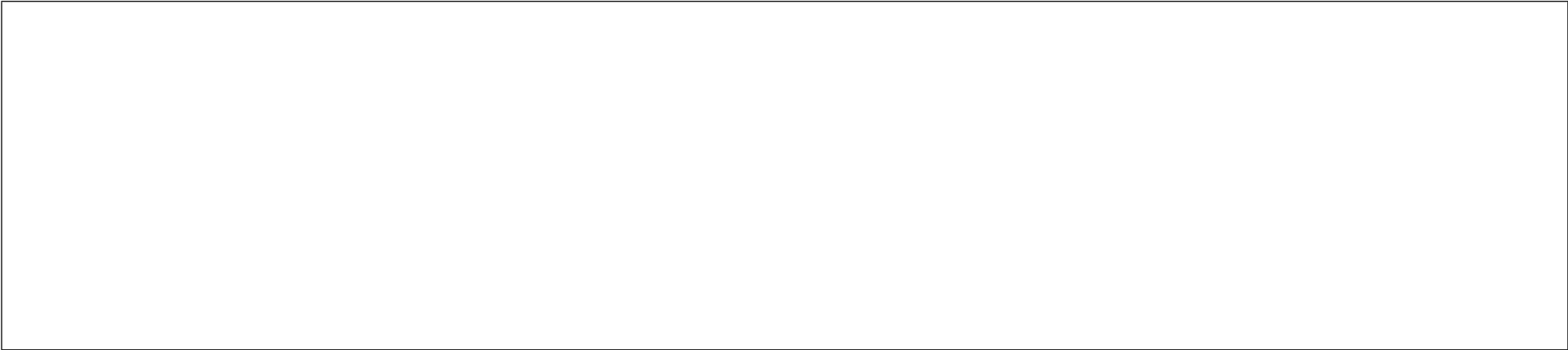
Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
designated play spaces			Standards 2015.	monitoring of this Survey to identify improvements and deterioration in facility provision	
The Local Authority has introduced smoke-free playgrounds	GREEN	GREEN	This has been introduced and all play areas in the County have been appropriately signed	None	
The Local Authority has removed 'no ball games' signs to encourage more children playing in the community	RED	RED	No progress on this matter to date	To examine with local councillors the potential to review these signs	
The Local Authority has erected signs, such as Play Priority Signs to encourage more children playing in the community	AMBER	AMBER	The Council has erected signs to encourage play in designated areas	However beyond designated areas no additional signage erected	
The Local Authority includes a recognition of the importance of playing fields to children's play when any disposal decisions are made	AMBER	AMBER	There are informal procedures in place to ensure this matter is considered	However this matter is very much a secondary consideration at this time of financial austerity	
The Local Authority includes children and their families in any consultations regarding	AMBER	AMBER	The formal procedure for the disposal of playing fields requires consultation with		

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
decisions to dispose of playing fields			the public including familieis		

**General Comments: Open Spaces**

How has the Local Authority ensured collaboration between Open Space Assessments (OSAs) and Play Sufficiency Assessments to improve spaces for play?  
 Planning and Leisure Services continue to work well in partnership to undertake Open Space Assessments




**Other Comments on Outdoor unstaffed designated play spaces**



**Matter D: Supervised provision**

The Local Authority should aim to offer a range of supervised play provision.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

**Play work provision**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps an up to date record of all supervised play provision as described in the Statutory Guidance	AMBER	AMBER	The Play Development team continue working with the Flintshire Family Information Service to update the county database of all services and activities.		To ensure the provision of up to date information about all FCC play provision through the FCC and Family Information Service Website That Leisure Services develop and maintain a system of recording to ensure the findings of the Play Survey are up to date and capable to directing investment on a priority basis to those fixed play areas in greatest need.  Flintshire Strategic Play

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority offers play provision which offers a rich play environment as described in the Statutory Guidance	AMBER	AMBER	All play provision (Albeit in the main temporary in terms of supervised play in the summer) provided by the local authority is delivered via the Play work Principles and measured against the First Claim quality monitoring system		Forum to coordinate the development of a plan which seeks to secure resources to enable the implantation of the Priority Development Area 2 - Play in Education Settings
The Local Authority ensures that partners are supported to offer rich play environments as described in the Statutory Guidance	AMBER	AMBER	Training has been provided for external organisations, partners and other areas of the children’s workforce. This has been enabled by Welsh	Training limited to one off funding from Welsh Government via the PSA grant 2015	To continue to identify funding for providing appropriate and relevant training for partner agencies.
Staffed play provision that the Local Authority provides meets the regulatory requirements and National Minimum Standards	GREEN	GREEN	All supervised play provision is delivered to meet the national Minimum standards. Registered provision is inspected annually by the Care and Social Services Inspectorate for Wales and has		None Identified

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan	
			received favourable and positive reports		None Identified	
Staffed play provision that the Local Authority funds meets the regulatory requirements and National Minimum Standards	GREEN	GREEN	All supervised play provision is delivered to meet the national Minimum standards. Registered provision is inspected annually by the Care and Social Services Inspectorate for Wales and has received favourable and positive reports			
Staffed play provision that the Local Authority's partners provide meets the regulatory requirements and National Minimum Standards	RED	RED	Not known	Not known		To monitor the development of any new play provision in the County. If any is identified ensure they meet the National Minimum Standards.
Staffed play provision across the Local Authority works to a recognised quality assurance programme	AMBER	AMBER	All playwork provided by the local authority, although in the main not requiring registration with CSSIW is still delivered in accordance with the regulatory requirements			To examine quality assurance programmes nationwide to identify and assess whether such programmes would be appropriate to Flintshire Play Service

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority priorities quality issues when engaging with/ commissioning the private sector to deliver recreational activities for children.	AMBER	AMBER	The local authority via leisure services and play services seeks to prioritise quality issues when commissioning the private sector to deliver recreational activities for children e.g. safeguarding and child protection		To engage with key FCC services to explore the value of developing a more integrated approach to the commissioning of private interests in the provision of children’s play and activities.
The Local Authority provides council premises and space free of charge to organisations which provide free (at the point of access) play provision for children	AMBER	AMBER	The local authority provide premises free of charge during the summer wherever there is supervised play provision to provide premises for use during inclement weather		To promote the value of play to key services providers and all schools with a view to developing successful partnership approaches between facility managers and play providers. The objective being to provide play providers with ‘in-kind’ accommodation support whilst delivering free play provision for the benefit of the community.

**Structured recreational activities for children**



Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority is delivering on its responsibility to secure the services set out under Core Aim 4 for sport, leisure and culture	GREEN	GREEN	The local authority continue in partnership to support the play development team to provide the county summer playscheme programme		None Identified
The local “Creating an Active Wales” plan is increasing play and recreational activities for children	GREEN	GREEN			The Creating an Active Partnership forum, network and action plan provide the opportunity for actions identified through the Play Sufficiency Assessment to be developed in collaboration with other stakeholders.
Local Authority Partnership Agreements (LAPAs) are contributing to increasing free play and recreational activities	GREEN	GREEN			None Identified
The sports agenda contributes to the provision of sufficient recreational activities for children	AMBER	AMBER			None Identified
The cultural and arts	GREEN	GREEN			Where libraries are being

<p>agenda, is contributing to the provision of sufficient recreational activities for children</p>					<p>closed to work in partnership with Arts and Culture, together with the Asset Management Team to enable the former library facility to be transferred through existing powers to a Registered Community Enterprise eg This has already been done by Halkyn. To engage with Arts and Culture to explore the potential to deliver arts and culture activities at alternative facilities such as Schools, Leisure Centres and Community Halls.</p>
<p>The Local Authority Youth Service provides for children’s opportunities for leisure and association</p>	<p>AMBER</p>	<p>AMBER</p>			<p>Working in partnership with the Integrated Youth Service and Education to develop engagement mechanisms which can successfully reach out to marginalised groups. This approach would seek to promote the Youth Service and afford the opportunity for children and young people from ethnic minorities to access provision.  To engage with Youth</p>

					Services to ensure the opportunity is afforded within Youth Clubs for welsh speaking children and young people to converse in the medium of Welsh
--	--	--	--	--	---

**General Comments: Supervised play provision**

Where the Local Authority has assessed settings as part of the Childcare Sufficiency Assessments (CSAs), how have these settings been assessed in respect of the quality of play opportunities they provide and offer?

The play needs of children are being incorporated into the CSA in the county. There have been discussion between the assessing officer and the play department. These discussions are ongoing.

How has provision that is not part of the CSA been assessed in respect of the quality of play opportunities they provide and offer?

Still in discussion

**Matter E: Charges for play provision**

The Local Authority should consider which play opportunities involve a charge and the extent to which the Local Authority takes these charges into account in assessing for sufficient play opportunities for children living in low income families as set out in the Statutory Guidance.

**RAG status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 220

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps records of the number of children living in low income families	GREEN	GREEN			To map the data and to compare the identified areas of concern, with the defined deprived areas. This may result in the identification of new areas of concern, where children may be living in poverty. The findings of this exercise will inform future corporate strategy development in tackling poverty.
The Local Authority keeps records of the number of children living in areas of deprivation	GREEN	GREEN			To map the data and to analyse further in relation to 2008 WIMD data. The findings of this exercise will inform future corporate strategy development in

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					tackling poverty.
The Local Authority keeps records of the number of children living in rural areas	GREEN	GREEN			To map the data and to analyse. The findings of this exercise will inform future strategy development in improving access to play provision in rural areas.
The Local Authority keeps records of the number of disabled children and those with particular needs.	AMBER	AMBER			To engage with (FCC) Education to explore how the PLASC Census can be used to identify and address the needs of children and young people who may have disabilities and additional needs.
The Local Authority records the availability of no cost provision	AMBER	AMBER	Information held with the Flintshire Families Information Service		
The Local Authority records the provision of no cost / low cost premises used for play provision	AMBER	AMBER	Information held with the Flintshire Families Information Service		
The Local Authority records the provisions where grants or subsidies are available for play providers	AMBER	AMBER	Information held with the Flintshire Families Information Service		

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority provides subsidised transport for children travelling to play opportunities	RED	RED			<p>Flintshire Play Unit to continue to identify financial resources in order to develop play provision FCC will seek to influence the Welsh Government in order that sufficient funding is made available to maintain and improve public transport services. To engage with Transportation (Public Transport) to identify gaps in public transport provision where key play and leisure facilities could be better served and services orientated for children and young people's needs (eg children travelling unaccompanied)</p> <p>To engage with the Family Information Service and the Public Transportation Team in order to promote the advice and expertise available within FCC with regards to the hire and provision of transportation for events regular activities and out of school hours play provision</p>

**General Comments: Charge for play provision**




**How is the Local Authority ensuring that children have access to no or low cost provision?**

Sports Development work with a range of partners including town and community Councils, the police and housing associations in order to deliver sports sessions at no cost to children in deprived areas. Where a charge is needed in order to support sustainability, this is kept as low and as affordable as is possible.

**Matter F: Access to space/provision**

The Local Authority should consider all the factors that contribute to children’s access to play or moving around their community.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 224

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps an up to date record of the number of 20 mph zones/school safety zones in residential areas	GREEN	GREEN	Record still maintained		To map this data alongside designated play areas and other play and recreation destinations; as well as designated pedestrian crossing points to identify where additional traffic calming may be of benefit to children and young people.
The Local Authority has an identified mechanism for assessing the impact of speed reduction and other road safety measures on the opportunity for children to play outside in their communities	AMBER	AMBER			To engage with transportation (Traffic) to explore the potential to review the existing highway safety assessment procedure to better consider the needs of children or young people



<p>The Local Authority has a plan(s) to reduce the negative effect of busy roads and junctions through the introduction of speed reduction measures and provision of safe crossing points/routes for pedestrians and cyclists</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To explore with Transportation (Road Safety) over the course of 2013 how children and young people’s needs and views will be taken into account in the development of any Road Safety Plan for Flintshire. To engage with Transportation (Traffic) to explore the potential to use the accidents database to map out accidents involving child accidents. To use this data and work with Transportation (Road Safety) and make comparisons with mapped traffic calmed streets, locations of designated play areas; and locations of other key play/leisure destinations to identify if there is potential for further road safety improvement.</p>
<p>The Local Authority has a plan(s) to improve walking and cycle access to parks, outdoor play facilities and local leisure centres from residential areas</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To further engage with Transportation (Policy) to promote the right of children to play and play as a key motivating factor for travelling within or away from a child’s neighbourhood area. To further engage with Transportation (Policy) to explore and better understand the needs of child in accessing play opportunities</p>

					<p>This could be achieved through schemes designed to meet ‘commuter’ needs which are also mindful of how children will access and use these same routes possibly justified using child road traffic accident data.</p>
<p>There is potential for the Local Authority to take further action to reduce traffic speed and improve road safety to promote play opportunities</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To explore with Transportation (Road Safety) how children and young people’s needs and views will be taken into account in the development of any Road Safety Plan for Flintshire                  To engage with Transportation (Traffic) to explore the potential to use the accidents data base to map out accidents involving child accidents. To use this data and work with Transportation (Road Safety) and make comparisons with mapped traffic calmed streets; locations of designated play areas; and locations of other key play/leisure destinations to identify if there is potential for further road safety improvement.</p>

<p>The Local Authority uses road safety grants and/or other funding to support delivery of cycling training for children to national standards</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To explore with Transportation (Road Safety) the potential to target key areas through the use of child accident data and possibly focusing on deprived communities (eg Communities first) to deliver cycle proficiency training for younger children through mapping of this data, alongside designated play areas and other play and recreation destinations; as well as designated pedestrian crossing points to identify where additional traffic calming may be of benefit to the children and young people.</p>
<p>The Local Authority uses road safety grants and/or other funding to provide pedestrian safety training for children</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To engage with the Local Education Authority to explore the potential to identify what measures could be taken to help those schools who wish to participate in the KERBCRAFT scheme, but cannot provide sufficient competent volunteers</p>
<p>The Local Authority has an accessible and well-known way of arranging temporary road closures, to support more children to play outside their homes</p>	<p>RED</p>	<p>RED</p>			<p>To engage with Communities First and with Children and Young Peoples Partnership to identify whether there is a demand for temporary road closures to allow one of community play events. To engage with Transportation (Traffic) to explore the mechanism</p>

					currently available and the resource implications of putting in place temporary road closures.
The Local Authority refers to <i>Manual for Streets</i> when considering new developments and changes to the highway network/urban realm	AMBER	AMBER			To engage with Transportation to explore what opportunities exist to incorporate the needs of children and young people within street design and how the best practice contained within Manual for Streets can be used with greater success.
The Local Authority works to nationally recognised good practice guidelines when developing walking and cycling facilities	AMBER	AMBER	The Active Travel (Wales) Act 2013 was passed by the National Assembly for Wales on 1 October 2013 and received Royal Assent on 4 November 2013. Its purpose is to enable more people to undertake active travel for short journeys instead of using motorised vehicles where it is suitable for them to do so. Active Travel Routes will be utility routes i.e. to shops, health facilities, and education and health facilities and to employment. The local authority have a duty to map out their existing active travel routes and to also produce a map of routes for improvement which will be our aspirations over a 15 year plan period. We also have a duty to		Consultation completed December 2015 Implementation of plan to follow in due course

			publish the Existing Route Maps and to promote these routes.		
The Local Authority uses child pedestrian road accident casualty data to inform the location and design of interventions which help children get around independently in their communities	AMBER	AMBER			To engage with Transportation (Traffic) to explore the potential to use the accidents database to map out accidents involving child accidents. To use this data and work with Transportation (Road Safety) and make comparisons with mapped traffic calmed streets; locations of designated play areas; and locations of other key play/leisure destinations to identify if there is potential for further road safety improvement in communities outside of defined Community First areas.
The Local Authority considers children’s needs to access play opportunities when making decisions about public transport planning and expenditure	AMBER	AMBER			To explore with Transportation (Public Transportation) what options may exist in reviewing the Deeside Shuttle Service in offering children and young people access to key leisure and play destinations. To explore with the Local Education Authority and Transportation (Public Transportation) what options may exist for improving flexibility in school bus services. Possibly a longer school day may be appropriate for some schools.

**Information, publicity and events:**

For children and families to take part in play opportunities, recreational activities and events it is necessary for them to know what is available in their area.

Page 230

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority has a clearly identified section on its website which gives information about play opportunities as described in the Statutory Guidance (play areas, play provision, clubs and their accessibility)	GREEN	GREEN	Information on The Flintshire county Council webpages headed Play Sufficiency or Children Play in Flintshire; Sports Development, Culture and Libraries and Leisure Services – also information posted on the Family information Services webpages		To ensure the FIS web pages are linked and prominently promoted by the FCC Play Unit web pages and other key websites eg. Children and Young Peoples Partnership
The Local Authority provides information on access to play opportunities and contact for support if required	GREEN	GREEN	Information on The Flintshire county Council webpages headed Play Sufficiency or Children Play in Flintshire; Sports Development, Culture and Libraries and		To ensure the FIS web pages are linked and prominently promoted by the FCC Play Unit web pages and other key websites eg. Children and Young Peoples Partnership

			Leisure Services – also information posted on the Family information Services webpages		
--	--	--	--	--	--

<p>The Local Authority supports and publicises events which encourage play opportunities and events for children and families</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The local authority has continued its support of the county summer playscheme programme in Flintshire and all new play initiatives including new build and refurbishment of children’s equipped play areas</p>		<p>To explore with the Children and Young Peoples Partnership to identify whether the FIS website is widely promoted. To engage with the Local Education Authority to explore the options for engaging successfully with known ethnic minority communities whose children attend local schools. To target these communities through Schools and to ensure that the information is made available in appropriate language formats.</p>
<p>The Local Authority publicises information which contributes to positive community attitudes to play</p>	<p>GREEN</p>	<p>GREEN</p>	<p>The local authority promotes and supports via corporate communications the county summer playscheme programme in Flintshire and all new play initiatives including new build and refurbishment of children’s equipped</p>		<p>To continue to engage with the media to highlight and promote existing good practice and good news stories from the County; to promote play opportunities, to identify the need for play opportunities particularly</p>



			play areas		in those areas where there are identified deficiencies in provision; and to positively challenge public perceptions of children, young people, and the value of play
The Local Authority publicises helpful hints and support for parents to help them encourage their children to play	AMBER	AMBER	<p>This action has been achieved via the PSA grant from Welsh Government to work in partnership with Playwales to analyse data received from 600+ children, young people and residents in Flintshire with regard to their PLAY MEMORIES and play experiences. The results were collated and published on the Flintshire webpages. Posters with tips for parents and carers were also sent to all Flintshire schools library services etc. during 2015</p> <p>General Information is published on the local authority</p>		<p>To explore with Family Information Service and the Children and Young Peoples Partnership what additional measures could be developed to help parents meet children's play needs</p> <p>There is a need for the Play Unit (Public Open Spaces to review current practice and consider the introduction of a new policy where play is promoted on all appropriate public open space (eg not allotments and other sensitive spaces)</p> <p>To continue to engage with the media to highlight and promote</p>

			<p>website with regard to advice for parents and carers about playwork</p> <p>Practical tips for children playing out in the summer and links to other play orgs etc.</p> <p>The county Twitter account has access to 10,000 residents and any play/leisure/recreational activity is communicated through this for maximum publicity</p>		<p>existing good practice and good news stories from the County; to promote play opportunities; to identify the need for play opportunities particularly in those areas where there are identified deficiencies in provision; and to positively challenge public perceptions of children, young people, and the value of play.</p>
<p>The Local Authority widely uses on-site signposting to safeguard and promote play</p>	<p>AMBER</p>	<p>AMBER</p>	<p>Signs are placed on every equipped play area in the county and temporary signs erected at the 60 sites for the delivery of playschemes during the summer</p>		

The Local Authority engages with the media to encourage the positive portrayal of children playing in the local area	GREEN	GREEN	There is a great emphasis on good news stories from the local authority to the local media and children's play/leisure/recreation in Flintshire all feature		
--	-------	-------	---	--	--

**General Comments: Access to space/provision**

How has the Local Authority ensured collaboration to ensure children can move around their communities to increase access to opportunities for playing?

The Active Travel (Wales) Act 2013 was passed by the National Assembly for Wales on 1 October 2013 and received Royal Assent on 4 November 2013. Its purpose is to enable more people to undertake active travel for short journeys instead of using motorised vehicles where it is suitable for them to do so. Active Travel Routes will be utility routes i.e. to shops, health facilities, education and health facilities and to employment. Local Authorities have a duty to map out their existing active travel routes and to also produce a map of routes for improvement which will be our aspirations over a 15 year plan period. The local authority have a duty to publish the Existing Route Maps and to promote these routes. Flintshire County Council have recently completed their consultation in December 2015

**General Comments      Information, publicity, events**

**How has the Local Authority positively used information to support access to play provision?**

**The County still manages and delivers in partnership with local town and community councils and the Urdd a summer playscheme programme for 4000 + children during a five week period. This event provides a ‘cornerstone’ for play delivery in the county. The scheme has a high profile and is highly regarded by communities in Flintshire. The summer programme is a major event in the county and is well promoted and showcased via the local media**

**All of the information relating to children’s play including PSA, locations of summer play service, equipped play areas, skate parks and other recreational and cultural services are maintained on the Flintshire Families Information Services database and also via the local authorities webpages**

**Matter G: Securing and developing the play workforce**

The Local Authority should provide information on the organisational structure of the policy area which manages the play agenda and the play workforce.

**RAG status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority keeps up to date information regarding the workforce across the Local Authority (this should include the number of playworkers, play management structure, qualification levels, training opportunities and volunteers)	AMBER	AMBER	All records are retained by Managers via the county electronic system	The majority of play workers (100 Community Play Team Members) employed by the local authority are employed on a relief, fixed term contract As such are provided with 37 hours of a variety of training opportunities including paediatric first -- aid, safeguarding and child protection, health and safety in the delivery of play services and risk management	For FCC Play Unit and FCC Corporate Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities. For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire Workforce Development Plan  To annually review every staff members progress in achieving Playwork Qualifications to

<p>The Local Authority supports all of the workforce to achieve the qualification level required by the Welsh Government's National minimum Standards</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The local authority does support permanent staff to achieve the level of qualification required by Welsh Government to meet the minimum standards.</p>	<p></p>	<p>playwork qualification over the time of their employment. Develop FCC staff as training deliverers so they are able to provide training and qualifications.</p>
<p>The Local Authority supports the workforce to achieve the accepted qualification levels set out by Skills-Active</p>	<p>AMBER</p>	<p>AMBER</p>	<p></p>		<p>To annually review every staff members progress in achieving Playwork Qualifications to ensure we meet any requirements set out via NMS To identify a funding source to support summer seasonal staff to work towards a playwork qualification over the time of their employment Develop FCC staff as training deliverers so they are able to provide training and qualifications For FCC Play Unit and FCC Corporate</p>
<p>The Local Authority includes playwork within its Workforce Development strategies</p>	<p>RED</p>	<p>AMBER</p>	<p>Playwork is considered an integral part of the local authorities Children's workforce development strategies</p>		<p></p>

					<p>Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities</p> <p>For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire workforce development plan. To further consider the use of volunteers across the Authority with FCC Human Resources to explore the potential for maximising the opportunities that can be made available to volunteers (up-skilling and experience) whilst maximising the value of volunteers for assisting in the provision of play services.</p> <p>For FCC Play Unit to engage with FCC</p>
<p>The Local Authority supports partners to deliver appropriate training to community groups, parents and volunteers</p>	<p>AMBER</p>	<p>AMBER</p>	<p>Through the provision of the PSA grant awarded to Flintshire County Council by Welsh Government in 2014 &amp; 2015 the local authority has delivered play-work and community play training to 120 community members including:- Children’s workforce; Voluntary sector; child-minders, Flintshire Primary schools &amp; Forest schools; other service areas</p>		

			<p>within the local authority and local town and community councils</p>		<p>corporate services and the Flintshire Local Voluntary Council to explore the potential for the provision of appropriate training to community groups, parents and volunteers. To lobby Welsh Government and Flintshire County Council to make the resourcing available to fund the training programme.</p>
<p>The Local Authority has undertaken a comprehensive training needs analysis for the play workforce as defined in the toolkit glossary</p>	<p>AMBER</p>	<p>AMBER</p>	<p>A full comprehensive training needs analysis is undertaken for leisure Services staff in relation to the necessary skills required to deliver services appropriately. Both the Play Development team and the technical play team are qualified to the required level to deliver quality public services</p>		<p>FCC Play Unit to undertake an annual review of comprehensive training needs analysis and to develop an appropriate training programme. FCC Play Unit to develop and present a case through the Strategic Play Forum the needs for a ring-fenced training budget to develop the Play workforce.</p>



The Local Authority has a staff development budget ring fenced for play, including playwork	RED	AMBER	Leisure Services hold a limited general training budget		FCC Play Unit to develop and present a case through the Strategic Play Forum the needs for a ring-fenced training budget to develop the play workforce.  To lobby FCC and Welsh Government for resources to fund the training objectives of the Flintshire Play Strategy. For FCC Play Unit and FCC Corporate Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities.
The Local Authority takes action to expand the variety of learning and development opportunities that are offered to staff	AMBER	AMBER	There are a wide variety of in house training opportunities to add to individual workers own CPD including IT skills, first aid, manual handling, report writing		For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire workforce development plan.

<p>There is a comprehensive range of Continuing Professional Development (CPD) opportunities available for playworkers in the area</p>	<p>AMBER</p>	<p>AMBER</p>	<p>There are a wide variety of in house training opportunities to add to individual workers own CPD including IT skills, first aid, manual handling, report writing</p>		<p>For FCC Play Unit and FCC Corporate Training to undertake a Workforce Skills Audit of FCC to assess skill levels in managing children’s play opportunities.</p>
<p>There is a comprehensive range of CPD opportunities for a range of professionals who work with children</p>	<p>AMBER</p>	<p>AMBER</p>	<p>There are a wide variety of in house training opportunities to add to individual workers own CPD including IT skills, first aid, manual handling, report writing</p> <p>Partner organisations are able to access summer play team training opportunities which includes: First aid training, safeguarding and child protection, risk management and equality training</p>		<p>For FCC Play Unit and FCC Corporate Training to include play awareness and play development within the Flintshire workforce development plan</p> <p>To lobby Welsh Government and FCC to make the resourcing available to fund the training programme</p>
<p>Training is available for volunteers and parents to develop their knowledge on skills in play work</p>	<p>RED</p>	<p>AMBER</p>	<p>Through the provision of the PSA grant awarded to Flintshire County Council by Welsh Government in 2014 &amp; 2015 the local authority has</p>	<p>The ‘one off’ nature of the PSA grants from Welsh Government made this work within the action plans achievable. There is</p>	

			delivered play-work and community play training to 120 community members including:- Children’s workforce; Voluntary sector; child-minders, Flintshire Primary schools & Forest schools; other service areas within the local authority and local town and community councils	a big demand in the county and these courses were well received. However, without additional funding it is not possible to continue to provide this type of training	To lobby Welsh Government and FCC to make the resourcing available to fund an awareness raising programme.
Training awareness sessions are available for professionals and decision makers whose work impacts on children’s opportunities to play	RED	AMBER	Through the provision of the PSA grant awarded to Flintshire County Council by Welsh Government in 2014 & 2015 the local authority has delivered play-work and community play training to 120 community members including:- Children’s workforce; Voluntary sector; child-minders, Flintshire Primary schools & Forest schools; other service areas within the local authority and local town and community councils	The ‘one off’ nature of the PSA grants from Welsh Government made this work within the action plans achievable. There is a big demand in the county and these courses were well received. However, without additional funding it is not possible to continue to provide this type of training	

**General Comments      Securing and developing the play workforce**

How has the Local Authority met the requirement to undertake or secure the managerial and delivery functions necessary to achieve sufficient play opportunities?

How has the Local Authority ensured it understands and provides for the workforce development needs of the play workforce (as defined in *Wales: A Play Friendly Country*)?

How has the Local Authority ensured it understands and provides the playwork workforce (as defined in *Wales: A Play Friendly Country*)?

*The local authority via the Play team within public open spaces has continues to implement the Play Action plan for year 1. Where it has been able to maximise resources or undertake some quick wins. Progress has been made in a number of areas since 2013 against a back drop of financial challenges*




Sports Development – There is a workforce plan for sports coaches with a qualification structure. We also support a wide range of volunteers including young volunteers and adults (including parents)

Up to date information is kept on the workforce including future needs for CPD

**Matter H: Community engagement and participation.**

The Local Authority should consult widely with children, their families and other stakeholders on their views on play provision. It should also promote wide community engagement in providing play friendly communities.

RAG Status

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 245

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority promotes initiatives to engage youth groups, school councils, school governing bodies, community groups and other relevant groups in enhancing play opportunities for children in its area.	AMBER	AMBER			To work with Corporate Services to develop approaches to minimise consultation duplication and overload for stakeholders, whilst simultaneously maximising the potential for collaboration between FCC Services, in delivering play opportunities for children and young people
The Local Authority promotes community engagement in: <ul style="list-style-type: none"> <li>- making space available and suitable for play</li> <li>- organising play events</li> <li>- positive attitudes towards children and play</li> <li>- training on the importance of play.</li> </ul>	AMBER	AMBER			To work with Corporate Services to develop approaches to minimise consultation duplication and overload for stakeholders, whilst simultaneously maximising the potential for collaboration between FCC Services in delivering play opportunities for children and young people. To continue to engage with FCC




					<p>Councillors; Town and Community Councillors, FCC decision makers, Third Sector, with adults in the community to raise awareness of the importance of play, to highlight how decisions impact on play, and to provide training and raise awareness of play value.</p> <p>To engage with local, regional and national media to promote positive attitudes to children and young people and to promote the value of play.</p>
--	--	--	--	--	---

<p><b>General Comments      Community engagement and participation.</b></p> <p>How has the Local Authority effectively used existing mechanisms for children’s participation and family consultation processes with regards to play?</p> <p>All children attending summer playschemes (4,010 during 2015) are consulted on an annual basis with regard to their views on playing out and play opportunities in their own communities</p> <p>The Flintshire Children and Young People’s Partnership have a variety of forums, groups and methods of engaging with children and young people across the county via their involvement and participation work</p> <p>The local authority via the Children’s and Young People’s Partnership offer training for effective community engagement and participation</p> <p>Sports Development work with school councils and have played a large role in establishing school sports councils. We have supported students to work with Governors and helped students become coaches with community sports groups and in youth clubs</p>
--

**Matter I: Play within all relevant policy and implementation agendas**

The Local Authority should examine all its policy agendas for their potential impact on children’s opportunities to play and embed targets and action to enhance children’s play opportunities within all such policies and strategies.

**RAG Status**

Criteria fully met.	
Criteria partially met.	
Criteria not met.	

Page 247

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
There is a named person on the Local Service Board who champions children’s play and ensures that the Play Sufficiency Assessment and Action Plan contribute to and are incorporated within the Single Integrated Plan	AMBER	AMBER			Following production of the Play Sufficiency Assessment, a presentation will be delivered for the two Play Champions of Flintshire County Council. This presentation will take the form of a briefing, to ensure that the findings of the PSA, can best be presented onto other key decision making groups, including the Local Service Board

Education and schools

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Schools ensure that children are provided with a rich play environment for breaks during the school day	AMBER	AMBER	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>This pilot was enabled via the PSA grant received from the Welsh Government 2014 &amp; 2015</p>		To engage with the Local Education Authority and to identify how best to engage with individual schools to identify how schools have sought to provide rich play environments and to promote good practice.
Schools provide play opportunities during out of teaching hours	AMBER	AMBER	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>This pilot was enabled via</p>		To engage with the Local Education Authority and to identify how best to engage with individual schools. To identify how schools have sought to provide out of school hours play



Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			the PSA grant received from the Welsh Government 2014 & 2015		opportunities and to promote good practice.
Schools provide access to school grounds for playing out of school times	AMBER	AMBER	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>This pilot was enabled via the PSA grant received from the Welsh Government 2014 &amp; 2015</p>		<p>To engage with the Local Education Authority and to identify, how best to engage with individual schools. To identify whether school grounds are accessible for community use (Out of school hours / out of term time) and whether this is open access or requires booking with the school.</p> <p>To engage with Education and the Corporate Health and Safety Team to identify appropriate methods and guidance that could be presented to schools, to show how school grounds could be made available to the</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			The Play Development Team, Playful Futures consultant and Senior lecturer in playwork at Leeds Beckett University will be presenting to the federation of Flintshire Headteachers in march 2016 as a direct result of the success of this project		community (Either open access or through bookings) whilst maintaining security of buildings and other assets. FCC to hold county wide public Consultation during 2016
Schools encourage children to walk and cycle to school	AMBER	AMBER	<p>The local authority employs a Healthy Schools officer to work with schools to encourage walking and cycling</p> <p>The local authority were able to purchase and install cycle racks (12 cycles) at 8 school and leisure locations in line with the Active Travel Plan for Flintshire. This was enabled via the PSA grant received from Welsh Government during 2014 &amp; 2015</p>		

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
<p>The Local Authority offers guidance to ensure schools understand and ensure that regular outdoor play is not curtailed</p>	<p>AMBER</p>	<p>AMBER</p>	<p>The local authority has piloted a play project the Playful Futures project in Flintshire at three primary schools during the Autumn term. The early evaluation of this pilot is that it has had a majorly positive impact on the whole school day</p> <p>The Play Development Team, Playful Futures consultant and Senior lecturer in playwork at Leeds Beckett University will be presenting to the federation of Flintshire Headteachers in march 2016 as a direct result of the success of this project</p> <p>This pilot was enabled via the PSA grant received from the Welsh Government 2014 &amp; 2015</p>		<p>To engage with the Local Education Authority, to promote the value of break-times for facilitating children’s play. To engage with the Local Education Authority, Pilot project delivered at three Flintshire Primary schools during 2015/2016 to provide evidence of the effectiveness of a Playwork approach during school lunchtimes. The Play Unit have been invited to provide a presentation to the federation of Primary school Headteachers in Flintshire with the results from the pilot project which has proven very successful</p>

**Town and Country Planning**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Development Plan recognises and addresses the outdoor play needs of children of various age groups and abilities	RED	AMBER			Flintshire County Council has already made commitments to commence a Local Development Plan. Work is currently underway. The Flintshire Strategic Play Forum will engage with the Planning Authority, to ensure that the policies that are drafted are reflective of the play needs of children of different ages and abilities

Page 252

**Traffic and Transport**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
----------	-----------------	-----------------	-------------------------------	------------	------------------------------------

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The local Transport Plan recognises the importance of local streets, roads and walking and cycling route in offering play opportunities for children of different ages and abilities	AMBER	AMBER			To engage with Taith to promote the needs of children and young people in accessing and utilising paths, cycleways and public transportation services to access play, recreation and leisure facilities.
The local Transport Plan identifies ways of assessing and addressing the needs of all groups including those which are often marginalised.	GREEN	GREEN			To engage with Taith to promote the needs of children and young people in accessing and utilising public transportation services.

**Health and Wellbeing**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority plans and agenda to promote health and well-being recognise the importance of play for children's and families' physical health and well-being	AMBER	AMBER			Each of the key strategic partnerships to continue to regularly monitor programmes, that directly impact on play for children's and families' physical health and well-being.

**Child Poverty**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Local Authority's tackling poverty agenda and plans recognise the importance of ensuring that play opportunities are available to all families regardless of their income.	GREEN	GREEN			To seek to influence the Welsh Government in order that funding be made available to enable existing services to be continued for the benefit of children and promoting and providing play opportunities.

**Early Years/Childcare**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Early Years, and Flying Start plans and services recognise the importance of play and contribute to the provision of rich play opportunities for younger children	GREEN	GREEN			None identified
The Childcare Strategy offers guidance to ensure local childcare providers understand the importance of and provide a rich play environment as a routine part of the care they provide	GREEN	GREEN			To engage with the Children and Young Peoples Partnership, to explore what is already being done to engage child-care providers, to promote rich play environments.

**Family policy and initiatives**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
Family support initiatives provide up to date information and support for parents to enable them to support their children to play	GREEN	GREEN			None identified

**Inter-generational policy and initiatives**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
There are a range of play based approaches to inter-generational activity	AMBER	AMBER			Flintshire Play Unit via Family Information Service to promote good practice regarding inter-generational projects.
There is a creative approach to inter-generational activity which encourages better interaction between children of different ages	AMBER	AMBER			All services involved in providing inter-generational activities which encourages better interaction between children of



					different ages. To utilise the services of the Family Information Service in order to raise awareness and promote activity
--	--	--	--	--	--

**Community Development**

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Community Strategy makes a clear statement regarding the rights of children to play within their communities	GREEN	GREEN			To engage with Corporate Services to explore the potential to enshrine the “Right of the Child to Play” within the community within future revisions of the Community Strategy and/or within the FCC Flintshire Single Integrated Plan
The Community Strategy supports communities to provide play opportunities for their children	GREEN	GREEN			None Identified
The Community Strategy makes a clear statement regarding how providing play opportunities	GREEN	GREEN			None Identified

contributes to community cohesion					
-----------------------------------	--	--	--	--	--

<b>Community Safety</b>
-------------------------

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Community Safety Strategy makes a clear statement which recognises the rights of children to play in their communities	RED	RED			To contribute to future reviews of the Community Safety Partnership Plan, to ensure that the views of children and young people are included and that the 'right to play' is recognised within that plan.
The Community Safety Strategy includes actions which provide a safe environment for children to play in their communities	AMBER	AMBER			To contribute to future reviews of the Community Safety Partnership Plan to ensure that the views of children and young people are included and that there is explicit recognition of the value of play as a diversionary activity within the community. To engage with the

					Community Safety Partnership to strengthen existing links in the delivery of 'diversionary' and 'preventative' interventions.
--	--	--	--	--	---

<b>Health and Safety</b>	
--------------------------	--

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
The Health and Safety policies explicitly recognise the value of children being able to experience risk and challenge	AMBER	AMBER	The local authorities' health and safety unit provide support and advice on all children's play and leisure issues, The allocation of a specific officer has enabled a close working partnership to enable both a robust approach to health and safety, developing in partnership proper systems of working and procedures which underpin play provision. The Local		To engage with the Health and Safety Team to explore the potential to formally review Health and Safety Policies, with a view to include reference to risk and challenge within children's play

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
			<p>Authorities health and safety Unit have developed a bespoke training for Risk management in the delivery of play services. This is bespoke to the temporary team and is based on years of delivery. The child is at the centre of the training but also there is protection through knowledge for the workforce. The training is delivered by the health and safety officer during the training for the summer team via a variety of both formal classroom and practical sessions. Playworkers are additionally made aware of both risk benefit and dynamic risk assessment and the practicalities within a short term delivery</p>		
<p>The Health and Safety policies and procedures incorporate the risk-benefit approach to health and safety</p>	<p>AMBER</p>	<p>AMBER</p>			<p>To engage with the Local Education Authority, the Corporate Health and Safety Team and with key information</p>

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
assessments as recommended by the Health and Safety Executive (HSE)					networks such as the Family Information Service and the Children and young Peoples Partnership to help develop health and safety awareness and overcome attitudes of risk aversion
The Local Authority offers the provision of insurance through the Local Authority scheme to all third sector play providers and community councils	GREEN	GREEN			To engage further with (FCC) Corporate Health and Safety and with the (FCC) Insurance office, to explore what improvements can be made in extending cover for third sector and community councils to make it easier to deliver activities and 'one-off' events. This might be achieved simply by offering an advice sheet and guidance, as to what third sector and community groups

Criteria	RAG Status 2013	RAG Status 2016	Evidence to support strengths	Shortfalls	Identified Actions for action Plan
					need to take into account in ensuring that sufficient insurance provision is made.

**General Comments: Play within relevant policy and implementation agendas**

Please use this section to highlight successes of collaboration across policy areas to improve play opportunities.

## Conclusion

This section should identify the key priorities for the Local Authorities in accordance with the regulations and described in the Statutory Guidance.

For the local authority to identify two new key Play Champions to represent children's play at the highest strategic level and to ensure that play is high on all agendas, including the Single Integrated Plan

To reinvigorate the Flintshire Strategic Play Forum, a multi-agency group to provide guidance for the larger play network. The FSPF will be responsible for overseeing and monitoring the implementation of the Play Sufficiency Action Plan, 2016

For the local authority to continue to develop effective partnerships to safeguard children's play in the county. With regard to equipped children play areas the county will continue to explore of alternative delivery models (ADM) and Community asset transfer schemes (CAT)

To continue to provide the highest quality play opportunities for children in the county, including the appropriate training of staff

To continue to deliver high quality play services to children, young people and communities in partnership via full consultation and identified need

**Way forward**

This section should briefly introduce the Action Plan which sets out what steps need to be taken to improve the opportunities for children to play within the Local Authority area, including what mechanism and criteria were used to agree and prioritise actions. It should also describe the actions the Local Authority will take with regards to change in infrastructure, partnership working or mechanisms to ensure that it is well placed to deliver on the duty to secure sufficient play opportunities.

**Signed:** .....

**Date:** .....



Play Sufficiency Action Plan



Llywodraeth Cymru  
Welsh Government

<b>Name of local authority:</b>	<b>FLINTSHIRE COUNTY COUNCIL</b>
<b>Name of person responsible officer:</b>	<b>MIKE WELCH</b>
<b>Job title:</b>	<b>PRINCIPAL LEISURE OFFICER</b>
<b>Date of completion:</b>	<b>31<sup>st</sup> MARCH, 2016</b>



**Actions to be taken to address the issues / shortcomings recorded in the Play Sufficiency Assessment**

**Proposed actions for the period of 1<sup>st</sup> April 2016 – 31<sup>st</sup> March 2017**

(Funding source: funding from Local Authority own budgets and to be included in the Single Integrated Plan).

Matter	Priorities	Targets	Milestones	Resources, including costs	Funding source (new or existing funding streams)
Statutory Guidance-policy framework	Reinvigoration of the Flintshire Strategic Play Forum	Representation for children’s play at the highest strategic level  Delivery and implementation of the Play Action Plan	Appointment of two new play champions to represent play at the highest strategic level  1 <sup>st</sup> Meeting of newly formed Flintshire Strategic Play Forum. Minutes from all meetings recorded	No cost	N/A
<b>Matter A: Population</b>	To continue to access current and relevant data to plan services appropriately and to assist in targeting those most vulnerable groups	To maximise the use of resources to target communities and children most in need	Representation at the first meeting from the third sector and relevant organisation on the Flintshire Strategic Play Forum	Potential Costs of volunteer attendance	To be identified

<p><b>Matter B: Providing for diverse needs</b></p>	<p>To continue to develop existing and identify new partnerships for children with diverse needs</p>	<p>For the Flintshire Strategic play Forum to identify current availability of services and to coordinate the development of other complimentary services To work with a range of other service areas and providers to share good practice and form new partnerships</p>	<p>Representation at the first meeting from the third sector and relevant organisation on the Flintshire Strategic Play Forum</p>	<p>Potential Costs of volunteer attendance</p>	<p>To be identified</p>
<p><b>Matter C: Space available for children to play</b></p>	<p>For the play unit and leisure services continue to work in partnership with planning, housing and environmental services through joint projects and their representation within the Flintshire Strategic Play Forum</p>	<p>Access to both quality and quantity of play provision in accordance with legislation and via joint consultation</p>	<p>Representation from these important strategic service areas at first meeting of newly formed Flintshire Strategic Play Forum. Minutes from all meetings recorded</p>	<p>Core funding of existing staff within each service area</p>	<p>Local Authority core budget</p>

<p><b>Matter D: Supervised provision</b></p>	<p>Identify new and alternative methods of delivery in partnership with local town and community councils and the third sector</p>	<p>Continued delivery for the Flintshire Summer Play scheme programme from 2017 onwards</p>	<p>Identification of funding partners for summer playscheme 2017</p>	<p>The local authority core budget or summer playschemes allows for the employment of the Play development Officer who will work to identify new, alternative and sustainable resourcing</p>	<p>To be identified via partnership consultation during 2016</p>
<p><b>Matter E: Charges for play provision</b></p>					
<p><b>Matter F: Access to space/provision</b></p>	<p>For the play unit and leisure services continue to work in partnership with planning, housing and environmental services through joint projects and their representation within the Flintshire Strategic Play Forum</p>	<p>Access to both quality and quantity of play provision in accordance with legislation and via joint consultation</p>	<p>Representation from these important strategic service areas at first meeting of newly formed Flintshire Strategic Play Forum. Minutes from all meetings recorded</p>	<p>Core funding of existing staff within each service area</p>	<p>Local Authority core budget</p>

<p><b>Matter G: Securing and developing the workforce</b></p>	<p>Accessing of training opportunities for all staff involved in Children’s play</p>	<p>To maintain the quality of the delivery of play services in the county both for supervised play and the inspection and technical team</p>	<p>Development of workforce training plan in accordance with the delivery of quality play services- June 2016</p>	<p>Identification of grants and other revenue streams to assist with the costs for training in addition to the local authority core budget</p>	<p>To be identified via partnership consultation during 2016</p>
<p><b>Matter H: Community engagement and participation</b></p>	<p>To continue to safeguard children’s play in the county via new partnerships with communities in the county including the development of Alternative delivery Models and Community Asset Transfer</p>	<p>Consultation with children, young people and communities Safeguarding of equipped children play areas</p>	<p>Sustainability of children’s opportunities to access supervised play opportunities. Identified partners identified to deliver the Flintshire County Summer playscheme in 2017</p> <p>Public consultation with all partners with regard to the Transfer of assets and alternative delivery models for equipped play areas</p>	<p>The Play Unit and Leisure Services have identified this as a priority work area for 2016/2017</p>	<p>Core funding from local authority</p>

<p><b>Matter I: Play within all relevant policy and implementation agendas</b></p>	<p>For the local authority to ensure that children’s play issues are represented at the very highest strategic level and that all service areas are mindful and proactive with regard to childrens right to play</p>	<p>Appointment of Chair for the Flintshire Strategic Play Forum April 2016</p> <p>1<sup>st</sup> meeting to be arranged for May 2016</p>	<p>Reinvigoration of the Flintshire Strategic Play Forum</p> <p>Appointment of two new play champions to represent play at the highest strategic level</p>	<p>No cost</p>	<p>N/A</p>
--	--	--	--	----------------	------------



## ORGANISATIONAL CHANGE OVERVIEW & SCRUTINY COMMITTEE

<b>Date of Meeting</b>	Tuesday 29 March, 2016
<b>Report Subject</b>	Quarter 3 Improvement Plan Monitoring Report
<b>Cabinet Member</b>	Cabinet Member for Corporate Management
<b>Report By</b>	Member Engagement Manager
<b>Type of Report</b>	Strategic

### EXECUTIVE SUMMARY

The Improvement Plan 2015/16 was adopted by the Council in June 2015. This report presents the monitoring of progress for the third quarter of 2015/16 focusing on the areas of under performance relevant to the Organisational Change Overview & Scrutiny Committee.

This report is an exception based report and therefore detail focuses on the areas of under-performance.

### RECOMMENDATION

1	That the Committee consider the 2015/16 Quarter 3 Improvement Plan Monitoring Report, highlight concerns and feedback details of any challenge to the Corporate Resources Overview & Scrutiny Committee which is responsible for the overview and monitoring of performance.
---	--

## **REPORT DETAILS**

<b>1.00</b>	<b>EXPLAINING THE QUARTER 3 IMPROVEMENT PLAN MONITORING REPORTS</b>
1.01	The Improvement Plan monitoring report gives an explanation of the progress being made towards the delivery of the impacts set out in the 2015/16 Improvement Plan. The narrative is supported by performance indicators and/or milestones which evidence achievement. In addition, there is an assessment of the strategic risks and the level to which they are controlled.
1.02	The detailed sub-priority report, shown at Appendix 1, is in a new format, which has been generated from the new performance management solution, CAMMS.
1.03	<p>CAMMS has been purchased to provide benefits which include:</p> <ul style="list-style-type: none"> <li>• efficiencies by reducing duplication and data entry;</li> <li>• a single version of the truth;</li> <li>• improved visibility and accountability for performance and programme / project management objectives; including an audit trail; and</li> <li>• dynamic, exception based reporting with dashboards and standard reports.</li> </ul>
1.04	<p>Analysis of performance against the Improvement Plan measures is undertaken using the RAG (Red, Amber and Green) status. This is defined as follows:-</p> <p><b><u>Performance</u></b></p> <ul style="list-style-type: none"> <li>• RED – equates to a position of under-performance against target.</li> <li>• AMBER – equates to a mid-position where improvement may have been made but performance has missed the target.</li> <li>• GREEN – equates to a position of positive performance against target.</li> </ul> <p><b><u>Outcome</u></b></p> <ul style="list-style-type: none"> <li>• RED – equates to a forecast position of under-performance against target at year end.</li> <li>• AMBER – equates to a forecast mid-position where improvement may have been made but performance will miss target at year end.</li> <li>• GREEN – equates to a forecast position of positive performance against target at year end.</li> </ul>
1.05	The high level (RED) risk area identified for the Organisational Change Overview & Scrutiny Committee, is as follows:-



1.05.1	<p><b>Priority: Modern and Efficient Council (Developing Communities)</b>  <b>PI: The number of public assets transferred to the community</b>  <b>Q3 Target 2 – Q3 Actual 3</b></p> <p>Nine applications are awaiting completion. It is anticipated that these will be complete by the end of the financial year, which would exceed the annual target of eight.</p>
1.05.2	<p><b>Priority: Modern and Efficient Council</b>  <b>Risk: The capacity and capability of the organisation to implement necessary changes</b></p> <p>The extensive programme to consider alternative delivery models across a range of services will continue to impact on available resources across portfolios and support services. Support services will need to be prioritised for those services progressing to the feasibility stage, although the numbers progressing to feasibility at this time is lower than originally anticipated. Additional/external support may be needed to support the services and support services as we near the commissioning stage. This risk will change to amber once decisions have been made on the business cases to convert to alternative delivery models and there are agreed and resourced transition plans in place.</p>

<b>2.00</b>	<b>RESOURCE IMPLICATIONS</b>
2.01	There are no specific financial implications for this report; however the Council's Medium Term Financial Plan is aligned to resource the priorities of the Improvement Plan.

<b>3.00</b>	<b>CONSULTATIONS REQUIRED / CARRIED OUT</b>
3.01	The Chief Officer Team and the Performance Leads from across the Authority have contributed to help shape the new approach to reporting.

<b>4.00</b>	<b>RISK MANAGEMENT</b>
4.01	Progress against the risks identified in the Improvement Plan have been reported on for quarter 3 and the detail is included in the report at Appendix 1.

<b>5.00</b>	<b>APPENDICES</b>
5.01	Appendix 1 – Quarter 3 Improvement Plan Progress Report – Modern and Efficient Council (Organisational Change).

<b>6.00</b>	<b>LIST OF ACCESSIBLE BACKGROUND DOCUMENTS</b>
6.01	<p><b><u>Improvement Plan 2015/16</u></b></p> <p><a href="http://www.flintshire.gov.uk/en/Resident/Council-and-Democracy/Improvement-Plan.aspx">http://www.flintshire.gov.uk/en/Resident/Council-and-Democracy/Improvement-Plan.aspx</a></p> <p><b>Contact Officer:</b> Robert Robins Member Engagement Manager</p> <p><b>Telephone:</b> 01352 702320</p> <p><b>E-mail:</b> <a href="mailto:robert.robins@flintshire.gov.uk">robert.robins@flintshire.gov.uk</a></p>

<b>7.00</b>	<b>GLOSSARY OF TERMS</b>
7.01	<b>Improvement Plan</b> – the document which sets out the annual priorities of the Council. It is a requirement of the Local Government (Wales) Measure 2009 to set Improvement Objectives and publish an Improvement Plan.
7.02	<p><b>CAMMS</b> – is an integrated planning, risk management and programme/project management and reporting software. It was purchased in April 2015 and work to commence implementation began in May; focusing initially on the Council’s Improvement Plan and the Portfolio of Social Services. The link below provides further information about CAMMS.</p> <p><a href="http://cammsgroup.com/">http://cammsgroup.com/</a></p>

# Appendix 1 - Quarter 3 Improvement Plan Progress Report – Modern and Efficient Council

Flintshire County Council

Page 275

## Actions

### 8 Modern and Efficient Council

#### 8.1 Supporting communities to become more resilient

##### 8.1.1 Developing Communities

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
8.1.1.1 Develop the Community and Social Sector through developing and growing social enterprises in Flintshire, in turn supporting and creating new forms of local business	Ian Bancroft - Chief Officer - Organisational Change 1	In Progress	01-Apr-2015	31-Mar-2016	30.00%		

#### **ACTION PROGRESS COMMENTS:**

The Community Asset Transfer (CAT) scheme and Alternative Delivery Model (ADM) programme will result in development of new or stronger community organisations and social enterprises. A number of these should be 'starting up' in 2016. Action 8.1.1.5 below details progress on Community Asset Transfers including the number nearing completion.

The ADM programme has proposals for 5 services to develop ADMs by 2017. With final business plans and transition plans having been robustly considered and scrutinised a number of risks that will need to be addressed in transition could affect the timescale for outcome, hence the change of the outcome RAG to Amber. The 30% complete relates to this being a three year plan of work.

Last Updated: 25-Feb-2016

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
8.1.1.2 Encourage volunteers and active citizens	Ian Bancroft - Chief Officer - Organisational Change 1	In Progress	01-Apr-2015	31-Mar-2016	40.00%		

#### **ACTION PROGRESS COMMENTS:**

Developing and publicising a volunteering policy by November 2015-Work has started in a number of services to develop and implement localised approaches to volunteering. The aim will be to take best practice to these approaches from best practices from elsewhere to finalise a volunteering policy. The Policy will include the following documents: A Policy Framework; A Guide for Volunteers, A Guide for Supervisors of Volunteers and an Application to Volunteer form. The first of these two documents are now in draft and being commented on.

Last Updated: 25-Jan-2016

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
8.1.1.4 Design and implement alternative delivery models to sustain important services to meet future need	Ian Bancroft - Chief Officer - Organisational Change 1	In Progress	01-Apr-2015	31-Mar-2016	50.00%		

**ACTION PROGRESS COMMENTS:**

Feasibility studies have been completed for 5 services, estimating a 5 year saving in these services as a result of delivering alternative models. Final business plans will be presented to Cabinet in February and March with decisions to be made in March.

Last Updated: 25-Jan-2016

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
8.1.1.5 Empower communities to run and manage facilities in their locality through Community Asset Transfers	Ian Bancroft - Chief Officer - Organisational Change 1	In Progress	01-Apr-2015	31-Mar-2018	30.00%		

**ACTION PROGRESS COMMENTS:**

Twelve Community Asset Transfer (CAT) business plans have now been approved which will progress through to completion and the transfer of 18 assets. Legal completion for these assets is progressing and progress will be reviewed at the end of March.

Connah's Quay swimming pool, Mancot library and Mynydd Isa community centre including the library have all had stage 2 business plans approved and are moving through to legal completion.

To date 103 expressions of interest have been received in total relating to 208 assets. We are on target for the time period that has elapsed, but the risks are quite high for achieving the desired outcomes by the end of the three year plan, hence the amber outcome RAG status.

Last Updated: 09-Feb-2016

## 8 Modern and Efficient Council

### 8.1.1 Developing Communities

KPI Title	Pre. EOY Actual	Period Actual	Period Target	Perf. RAG	Perf. Indicator Trend	YTD Actual	YTD Target	YTD RAG
IP8.1.1M07 The number of public assets transferred to the community	No Data	0	2			0	3	
<b>Lead Officer:</b> Neal Cockerton - Chief Officer - Organisational Change 2 <b>Reporting Officer:</b> Lisa McLellan - Asset Manager <b>Aspirational Target:</b> <b>Progress Comment:</b> 9 applications awaiting completion. Anticipated that these will be completed by the end of the financial year								

# RISKS

## 8 Modern and Efficient Council

### 8.1.1 Developing Communities

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The capacity and appetite of the community and social sectors	Ian Bancroft - Chief Officer - Organisational Change 1	Sian Speed - Executive PA - Organisational Change 1 & 2				Open

**Potential Effect:** No increase in the number and strength in community and social sectors, which in turn will mean no increase in the support to local communities to help them become more resilient.

**Management Controls:**

**Progress Comment:** Improving response from Community and Social Sectors with a number of community organisations positively working on such projects as asset transfer and others still at early stages of engagement.

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The willingness of the workforce and trade unions to embrace change	Ian Bancroft - Chief Officer - Organisational Change 1	Sian Speed - Executive PA - Organisational Change 1 & 2				Open

**Potential Effect:** No increase in strength of community and social sectors and few asset transfers of Alternative Delivery Models established.

**Management Controls:**

**Progress Comment:** Alternative Delivery Model (ADM) work in a number of services has resulted in completed feasibility studies which managers have lead the development of and where appropriate engaged staff. The next phase of work will fully engage the workforce in development of final business plans. Meetings with Unions have agreed a fortnightly meeting to update on ADMs and services are putting in place full staff engagement plans.

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Market conditions which the new alternative delivery models face	Ian Bancroft - Chief Officer - Organisational Change 1	Sian Speed - Executive PA - Organisational Change 1 & 2				Open
<p><b>Potential Effect:</b> New Alternative Delivery Models will see a decrease in income and ultimately be un-sustainable.</p> <p><b>Management Controls:</b></p> <p><b>Progress Comment:</b> No changes from Q2 to Q3.</p> <p>Completed Alternative Deliver Model (ADM) business plans contain some initial considerations of market conditions but further more detailed planning market analysis work will be completed in the transitional phase for those business plans approved by Cabinet. Final Community Asset Transfer (CAT) plans are on the whole progressing. At the end of this, planning market analysis work will be tested with CATs.</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Limitations on public funding to subsidise alternative models	Ian Bancroft - Chief Officer - Organisational Change 1	Dawn Holt - Alternative Delivery Models and Transforming Social Services Programme Manager				Open
<p><b>Potential Effect:</b> Alternative Delivery Models become unsustainable as it can't meet costs with reduced funding from the Council.</p> <p><b>Management Controls:</b> Properly plan for reduced levels of council funding for each Alternative Delivery Model and to have worst case scenario plans for both ADM and council if funding decreases to unsustainable levels. Draft business and transition plans are now in place and worst case scenario plans will now be added to these plans.</p> <p><b>Progress Comment:</b> The "Is the Feeling Mutual" report published on behalf of Welsh Government identified the need to support Alternative Delivery Models (ADMs) and Community Asset Transfers (CATs) with national support and resource. The Action Plan for this work has been published for consultation and identified some funding to support local authorities and new ADMs. As a Council we responded stating the need for this funding to be put in place quickly to help offset this risk.</p>						





## ORGANISATIONAL CHANGE OVERVIEW & SCRUTINY COMMITTEE

<b>Date of Meeting</b>	Tuesday, 29 March 2016
<b>Report Subject</b>	Forward Work Programme
<b>Cabinet Member</b>	N / A
<b>Report Author</b>	Member Engagement Manager
<b>Type of Report</b>	Operational

### EXECUTIVE SUMMARY

Overview & Scrutiny presents a unique opportunity for Members to determine the Forward Work programme of the Committee of which they are Members. By reviewing and prioritising the Forward Work Programme Members are able to ensure it is Member-led and includes the right issues. A copy of the Forward Work Programme is attached at Appendix 1 for Members' consideration which has been updated following the last meeting.

The Committee is asked to consider, and amend where necessary, the Forward Work Programme for the Organisational Change Overview & Scrutiny Committee.

### RECOMMENDATION

1	That the Committee considers the draft Forward Work Programme and approve/amend as necessary.
2	That the Member Engagement Manager, in consultation with the Chair and Vice-Chair of the Committee be authorised to vary the Forward Work Programme between meetings, as the need arises.

## REPORT DETAILS

<b>1.00</b>	<b>EXPLAINING THE FORWARD WORK PROGRAMME</b>
1.01	Items feed into a Committee's Forward Work Programme from a number of sources. Members can suggest topics for review by Overview & Scrutiny Committees, members of the public can suggest topics, items can be referred by the Cabinet for consultation purposes, or by County Council or Chief Officers. Other possible items are identified from the Cabinet Work Programme and the Improvement Plan.
1.02	<p>In identifying topics for future consideration, it is useful for a 'test of significance' to be applied. This can be achieved by asking a range of questions as follows:</p> <ol style="list-style-type: none"><li>1. Will the review contribute to the Council's priorities and/or objectives?</li><li>2. Is it an area of major change or risk?</li><li>3. Are there issues of concern in performance?</li><li>4. Is there new Government guidance of legislation?</li><li>5. Is it prompted by the work carried out by Regulators/Internal Audit?</li></ol>
<b>2.00</b>	<b>RESOURCE IMPLICATIONS</b>
2.01	None as a result of this report.
<b>3.00</b>	<b>CONSULTATIONS REQUIRED / CARRIED OUT</b>
3.01	Publication of this report constitutes consultation.
<b>4.00</b>	<b>RISK MANAGEMENT</b>
4.01	None as a result of this report.
<b>5.00</b>	<b>APPENDICES</b>
5.01	Appendix 1 – Draft Forward Work Programme
<b>6.00</b>	<b>LIST OF ACCESSIBLE BACKGROUND DOCUMENTS</b>
6.01	<p>None.</p> <p><b>Contact Officer:</b> Robert Robins Member Engagement Manager</p> <p><b>Telephone:</b> 01352 702320</p> <p><b>E-mail:</b> <a href="mailto:robert.robins@flintshire.gov.uk">robert.robins@flintshire.gov.uk</a></p>

7.00	<b>GLOSSARY OF TERMS</b>
7.01	<b>Improvement Plan:</b> the document which sets out the annual priorities of the Council. It is a requirement of the Local Government (Wales) Measure 2009 to set Improvement Objectives and publish an Improvement Plan.

**This page is intentionally left blank**

**Organisational Change Overview & Scrutiny Committee**  
**Forward Work Programme 2015/16**

<b>DATE</b>	<b>SUBJECT</b>	<b>O&amp;S FOCUS</b>	<b>REPORT FROM</b>
Wednesday, 27 <sup>th</sup> April 2016 10.00	Theatr Clwyd – Progress Report	Monitoring	Ian Bancroft
	Welsh Government Library Standards	Information	Ian Bancroft
	Welsh Government – developing a national approach to Alternative delivery Models	Information	Ian Bancroft
	Forward Work programme	Development	Robert Robins
Monday 13 <sup>th</sup> June 2016 10.00 a.m.	2015/16 Year End Reporting and Data Submission, Improvement Plan & Chief Officer Performance Reports	Monitoring	Robert robins
	Forward Work Programme	Development	Robert Robins
Monday 11 <sup>th</sup> July 2016 10.00 a.m.	Forward Work Programme	Developemnt	Robert Robins

**This page is intentionally left blank**