

	Projected Budget 2018/19	Actual Costs 2018/19	Projected Budget 2019/20
EXPENDITURE			

NOTES: 1. Parish Council contributions to be divided pro-rata in accordance with no's. of households as previously agreed.

**SPC Budget
2019/20
£42,750**

Item 4.0 Youth Service provision

To discuss and agree acceptance of the recommendation from F&GP committee to appoint a new Youth Service provider, and to agree new 1-year Contract and new JPYC approved 'Memorandum of Understanding'

Please find attached MOU, 1 Year Contract and First schedule details from Service provider as supporting papers.

Also please note the recommendations put forward by both Joint Parishes Youth Committee and SPC F&GP Committee's as follows:

From JPYC Draft Minutes as of 11th March 2019 –

Cllr Muggridge **proposed, seconded** by Cllr Chilver that following the cancellation of contract and withdrawal of youth service provision by Horsham Matters as stated in their letter dated 7th February, the Joint Parishes youth committee recommends to each council that the Youth service provision is taken over by 'Sussex Clubs for Young people' to complete the remaining year of the existing contract {To end of March 2020} and to include a Business consultation undertaken by September 2019 to review that delivery. **Agreed (unanimously)**

From Steyning Parish Council F&GP Draft Minutes as of 12th March 2019 –

The Clerk read out the related Draft Minutes from the JPYC meeting which had taken place the previous evening - on 11th March , and which had been sent around to the F&GP councillors on the morning of the 12th March. It noted the decision made and also the following:

There are still some minor amendments necessary to the detailed quote received from the prospective new provider – 'Sussex clubs for Young people', but as it stands the cost remains less than that quoted by Horsham Matters for the period (April 2019 to March 2020) and therefore any permissions for additional finance was not a consideration as next year's agreed budget '19/20 for Youth provision covers the amount quoted by the new provider.

The Clerk needed to change the service provider and cost details within the current MOU and ask that the other Parishes also agree to these changes (and then sign it). This new MOU and a new one-year contract then needed to be agreed and signed by SPC. It was also suggested that a re-tendering process of the three-year contract would need to start in Autumn of 2019 following a review of the service provision.

It was noted that 'Sussex Clubs for Young People' were a recognised local Youth service provider who had been recommended by both Horsham Matters and Horsham DC. The Clerk had already completed a check of the relevant documentation associated with this company, – these including their Insurance cover, safeguarding procedures, CRB check procedures, Risk Assessment procedures and GDPR policy.

Cllr Muggridge **proposed, seconded** by Cllr Northam that F&GP committee recommends to Full Council that Youth Service provision be taken over by 'Sussex Clubs for Young people' to complete the remaining year of service under the previous contract to end of March 2020, and to include a Business consultation undertaken by September 2019 to review that delivery. **Agreed**

PARTNERSHIP AGREEMENT BETWEEN
BRAMBER PARISH COUNCIL, STEYNING PARISH COUNCIL
AND UPPER BEEDING PARISH COUNCIL

FOR PROVISION OF COMMUNITY YOUTH WORK

1.0 INTRODUCTION

1.1 This agreement sets out the respective obligations of the following Parish Councils in respect of the delivery of Community Youth Work in the Parishes of Bramber, Steyning and Upper Beeding.

- ☐ Bramber Parish Council ('BPC') **To be confirmed**
- ☐ Steyning Parish Council ('SPC') The Steyning Centre, Fletchers Croft, Steyning West Sussex BN44 3XZ
- ☐ Upper Beeding Parish Council ('UBPC') 3 Hyde Square Upper Beeding BN44 3JE

For the purpose of this Agreement, the Appointed Liaison contacts between the JPYC and Sussex Clubs for Young people, the Provider of the service, will be the persons occupying the positions of:

- ☐ Clerk to BPC
- ☐ Clerk to SPC
- ☐ Clerk to UBPC

1.2 This Agreement is valid from 1 April 2019 until 31 March 2020. (See Clause 6)

1.3 This Agreement is for the provision and contract management of Community Youth Work in the Parishes of Bramber, Steyning and Upper Beeding.

1.4 In consideration of the funding specified in Clause 4, BPC, SPC and UBPC hereby agree to undertake to support the Service specified in Clause 3 in accordance with the terms and conditions appearing below.

1.5 The parties to this Agreement will endeavor to work within the shared principles and approach to joint working set out in the West Sussex Compact.

1.6 Formal requests of the Community Youth Worker and associated Provision must be made by the Appointed Liaisons to the Provider (i.e. Community Youth Worker's Line Manager). Agreement should be sought between Parish Councils before approaches are made to the Provider, to avoid 'conflicting' demands.

2.0 Management

2.1 Collectively the three parishes agree to create a partnership to be known as the "Joint Parish Youth Committee" (JPYC) to facilitate the provision and contract management of Community Youth Work in the Parishes of Bramber, Steyning and Upper Beeding.

2.2 The JPYC is a committee consisting of 2 councillors from each of the three Parish Councils.

- 2.3 The committee may agree to invite a member/s of the community to join the committee; the purpose of which would be to provide additional experience or expertise where necessary. These members will not have full voting rights.

3.0 SERVICE DESCRIPTION – PROVISION OF COMMUNITY YOUTH WORK

3.1 Vision

The three parish councils have agreed a shared vision for the provision of Community Youth Work within the collective area:

“Together, we want to enable and empower young people of our local community to make informed, positive lifestyle choices, which promote active, healthy, holistic, safe and social lives. We will do this through providing opportunities that encourage young people to enjoy, grow and develop valuable social skills; participate positively in their local community and achieve their highest potential; thus supporting them as they transit into adulthood.”

3.2 Values

This Vision is underpinned by a set of shared Values:

- | | |
|---|--|
| ☐ Commitment of partnership to vision and towards young people, | ☐ Community leadership and ownership, which promotes investment in the community and encourages sustainability, |
| ☐ Quality relationships that are built on honesty, openness and trust, | ☐ Longevity, |
| ☐ Experience, knowledge and training, | ☐ Conversation and Dialogue, |
| ☐ Serving, supporting and offering guidance to young people, | ☐ Accessible, flexible and responsive approach |

3.3 Services Provision

The detail of the Community Work Provision in the Parishes in pursuit of the shared Vision will be determined by the Provider, in agreement with the JPYC.

3.4 Key Performance Indicators

Agreed key performance indicators will be detailed in the respective contracts between BPC, SPC and UBPC and the Provider.

4.0 PARISH COUNCIL FUNDING RESPONSIBILITIES

4.1 BPC Responsibilities:

- i. Contribute an estimated total of £3,923.69 for the term of this Agreement.
- ii. On receipt of the Sussex Clubs for Young people invoice, pay 'their share' of the employment and operational costs, based on the number of Band D properties in their Parish Council.
- iii. Payment terms to be agreed with the Provider.

4.2 SPC responsibilities:

- i. Contribute an estimated total of £25,648.19 for the term of this Agreement.
- ii. On receipt of the Sussex Clubs for Young people invoice, pay 'their share' of the employment and operational costs, based on the number of Band D properties in this Parish Council.
- iii. Payment terms to be agreed with the Provider.

4.3 UBPC Responsibilities:

- i. Contribute an estimated total of £14,121.80 for the term of this Agreement.
- ii. On receipt of Sussex Clubs for Young people invoice, pay 'their share' of the employment and operational costs, based on the number of Band D properties in this Parish Council.
- iii. Payment terms to be agreed with the Provider.

5.0 PARISH COUNCIL OTHER RESPONSIBILITIES

All Parish Councils Responsibilities:

- ☐ Provide a meeting room for JPYC committee meetings.
- ☐ Agree an agenda for JPYC committee meetings (role for Appointed Liaisons).
- ☐ Invite the Provider to attend (and present at) Annual Parish Meetings.
- ☐ Agree if they intend to commit to Community Youth Provision for the following year by 1st December 2020 and advise the other Parish Councils and the Provider.
- ☐ Provider responsibilities are detailed in the contract. Full responsibility & accountability for safeguarding young people, personal data protection and operational risk assessments & their mitigation are delegated to the Provider on behalf of the three Parish Councils and the JPYC.

6.0 TERMS OF AGREEMENT (BREAK POINTS AND RENEWAL)

- 6.1** In signing this Partnership Agreement, BPC, SPC and UBPC commit to the full term of this agreement (i.e. from 1 April 2019 until 31 March 2020).
- 6.2** To ensure viability of the Community Youth Provision for the Parishes of Bramber, Steyning and Upper Beeding, there is no mid- / part-year break point.
- 6.3** The three Parishes intend to sustain a three-year Community Youth Provision for the area beyond their initial one-year commitment, extending to 31.3.20.
- 6.4** The three Parishes will determine if they intend to commit to Community Youth Provision for the following year by 1st December 2019.

7.0 TERMINATION

In the event of termination of contract, notwithstanding clauses 6.2 and 6.3, the Provider will return all assets secured with financial support from, or loaned by, the JPYC to the Parishes. These assets will be apportioned to the parties of this agreement in line with respective partner contributions.

8.0 DISPUTES BETWEEN PARTIES

- 8.1** The parties shall use their best endeavors to resolve by agreement any disputes between them. In the first instance the dispute will be discussed by the Liaison Officers (Clause 1.1) and may then be referred to Parish Council Chairmen so as to seek amicable resolution.

9.0 VARIATIONS TO AGREEMENT

- 9.1** The terms of this Partnership Agreement may only be varied by mutual consent with all parties involved

10.0 ACKNOWLEDGEMENTS

- 10.1** BPC, SPC and UBPC shall be acknowledged in all publicity material (e.g. any leaflets, letters, newsletters or press releases) put out by the Community Youth Provision for the Parishes of Bramber, Steyning and Upper Beeding.

Signature:	
Print Name:	Rebecca Luckin
Position:	Parish Clerk
Date:	
For & on behalf of the Bramber Parish Council	

Signature:		Signature:	
Print Name:	John Fullbrook	Print Name:	Celia Price
Position:	Parish Clerk	Position:	Parish Clerk
Date:		Date:	
For & on behalf of Steyning Parish Council		For & on behalf of the Upper Beeding Parish Council	

**AGREEMENT
FOR
THE PROVISION OF A
NEIGHBOURHOOD WARDEN SCHEME**

HORSHAM DISTRICT COUNCIL

-AND-

**STEYNING PARISH COUNCIL
BRAMBER PARISH COUNCIL &
UPPER BEEDING PARISH COUNCIL**

Dated: 01 February 2019

THIS AGREEMENT is made
BETWEEN

(1) HORSHAM DISTRICT COUNCIL AND
(Hereinafter called "The District Council")

**(2) STEYNING PARISH COUNCIL, BRAMBER PARISH COUNCIL & UPPER BEEDING
PARISH COUNCIL**
(Hereinafter called "The Parish Council")

WHEREAS

The Parish Council has made a request to the District Council for the provision of a Neighbourhood Warden Scheme for the Parish. The District Council has agreed to provide such services subject to the Parish Council paying to the District Council the charges specified in the annual budgeting process.

Nothing in this Agreement shall be taken as fettering the discretion of the parties to this Agreement in the exercise of their statutory powers and duties. The Parties are shown above as outlined in (1) and (2).

IT IS HEREBY AGREED AND DECLARED as follows: -

1. ESTABLISHMENT

- 1.1 For the purposes of this agreement, the agreed establishment will be two full-time (37 hours per week) Neighbourhood Wardens deployed to the Parish.
- 1.2 The wardens deployed will predominately perform duties within the Parish and its community but may occasionally be asked to help with an emergency in the district or, with prior notice, to help another warden service in another location to support community events. This will be a reciprocal arrangement.

2. COUNCILS' OBLIGATIONS

- 2.1 The District Council shall have absolute Operational Control over all members of its staff.
- 2.2 The District Council will employ the wardens in accordance with the provisions of this Agreement.
- 2.3 The Parish Council shall provide suitable office accommodation for the wardens, free of charge, which is both safe and appropriate for their needs in accordance with the Health & Safety at Work Act 1974. This includes lockable door, lockable storage, two desks and chairs, phone line, power, access to toilets and rest facilities. The office should be accessible out of normal office hours.

3. RECRUITMENT & TRAINING

- 3.1 The District Council will arrange for the Neighbourhood Wardens to be recruited and trained to the Council's normal standard and subject to the Horsham District Council Staff Discipline & Grievance procedures.
- 3.2 The Warden Supervisor may be able to provide limited cover for Warden duties during times of absence, including but not limited to annual leave, sickness or maternity leave. However, in the event of staff absence it may be necessary to alter shift patterns for the lone working Warden to reduce any risks associated with times of day and activity.
- 3.3 All Neighbourhood Wardens will be subject to the Horsham District Council standard terms and conditions of service.

4. UNIFORM, EQUIPMENT & TRANSPORT

- 4.1 The District Council will provide the standard Neighbourhood Warden uniform.
- 4.2 The District Council will provide a liveried vehicle for warden use.
- 4.3 The District Council will provide the following for the dedicated use of the Neighbourhood Wardens:
 - Mobile telephone
 - Computer
 - Uniform
 - Miscellaneous equipment
 - Training

5. STAFFING LEVELS

- 5.1 The Neighbourhood Wardens will be employed by the District Council using the funding from the Partnership within this Agreement and will be deployed as shown in section 1.

6. MANAGEMENT INFORMATION

- 6.1 The District Council, through the Community Safety Unit, will attend regular Steering Group meetings with the Parish Council to discuss the operation and effectiveness of the Neighbourhood Wardens.
- 6.2 The District Council will provide a Steering Group Terms of Reference and Steering Group Representative Role Profile.

7. PERFORMANCE REVIEW

- 7.1 The District Council will monitor the performance of the warden service against agreed objectives, on an ongoing basis.
- 7.2 The wardens will submit monthly reports to the Steering Group and Clerk, to be shared with the Parish Council.
- 7.3 In the event that the Parish Council is dissatisfied with the performance of the service, and that is not able to be rectified via the Steering Group, the Clerk should make contact with the Community Safety Manager.

8. FINANCIAL PROVISIONS

- 8.1 The District Council shall provide by the end of each calendar year an estimate based on current pay scales and associated costs for Neighbourhood Wardens for the following year commencing 1st April.
- 8.2 The projected costs for the financial year commencing 1st April 2019 for the service provided by two Neighbourhood Wardens based upon the most recent pay scales will be met by the Parish Council. This will be held as a Scheme Budget by the District Council. Sickness pay, annual leave and maternity pay will all be paid out of this Scheme Budget.
- 8.3 The District Council shall invoice the Parish annually in arrears for the cost of the Wardens, as arising from this Agreement. Payment must be made within 30 days of receipt of invoice.
- 8.4 The District Council will review and recharge to the Parish Council, by giving three months notice in writing, any additional costs in accordance with this agreement. Any financial reimbursement for budget underspends will be deducted from the following year's invoice.

9. TERMINATION

- 9.1 Either Partner may by 4 months' notice given at any time terminate this agreement.
- 9.2 In the event of termination by the Parish Council under clause 9.1 above then:
- (i) The Parish Council shall continue to be liable for the costs of the Neighbourhood Wardens under this Agreement during the notice period; and
 - (ii) The District Council shall use its reasonable endeavours to re-deploy the Neighbourhood Wardens during the notice period but in the event of the District Council being unable to do so the Parish Council will be responsible for:
 - (a) The reasonable costs of re-training; and/or
 - (b) Any statutory redundancy payments that relate to the period of employment under this Agreement; and/or
 - (c) Pensions costs under the existing pension scheme that relate to the period of employment under this Agreement.
- 9.3 The District Council may by 4 months written notice given at any time terminate this Agreement.
- 9.4 In the event of termination by the District Council under clause 9.3 above then:
- (i) The District Council shall continue to be liable for the costs of the Neighbourhood Wardens under this Agreement during the notice period; and
 - (ii) The District Council shall use its reasonable endeavours to re-deploy the Neighbourhood Wardens during the notice period but in the event of the District Council being unable to do so the District Council will be responsible for:
 - (a) The reasonable costs of re-training; and/or
 - (b) Any statutory redundancy payments that relate to the period of employment under this Agreement; and/or
 - (c) Pensions costs under the existing pension scheme that relate to the period of employment under this Agreement.

10. PERIOD OF AGREEMENT

- 10.1 This Agreement will be effective from 1st April 2019 for a period of three years and will terminate on 31st March 2022. Extension of the Agreement will be possible providing the District Council and the Parish Council can agree terms before 31st January 2022.

11. INDEMNITY

- 11.1 Save in respect of claims for death or personal injury arising from the District Council's negligence, in no event will the District Council be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of the District Council whether such damages were reasonably foreseeable or actually foreseen.

Except as provided above in the case of personal injury, death, and damage to tangible property, the District Council's maximum liability to the Parish Council for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only, and will be limited to, where the event is covered by the District Council's insurance policies.

All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1 This Contract does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Contract. This Contract may be rescinded or varied without the consent of or the need to give any notice to any person not a party to it.

13. HUMAN RIGHTS

- 13.1 The District Council and the Parish Council shall ensure that they perform their obligations under this agreement at all times in conformity with the provisions of the Human Rights Act 1998 and any amendment or re-enactment thereof and any regulations made thereunder.

14. EQUAL OPPORTUNITIES

- 14.1 The District Council and the Parish Council shall not unlawfully discriminate within the meaning and scope of the provision of the Equality Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment. The Partners shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents and all sub-contractors employed in the execution of this Contract.

15. DISPUTES RESOLUTION

- 15.1 The Parties will use their best endeavours in good faith to resolve by agreement any dispute between them arising out of or relating to this Agreement. Such endeavours should include negotiation and, if appropriate, conciliation/ arbitration by an independent person to be agreed between the Parties, or in the case of failure to agree, by a representative of a professional body appropriate in the circumstances of the case. Such an independent person shall be given all information and assistance by the Parties in carrying out his duties, and may be given by agreement between the Parties the duty to recommend or approve terms of settlement between the Parties.
- 15.2 If there is any dispute between the Parties, which cannot be resolved by negotiation or conciliation under Clause 17.1, the Parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

16. FORCE MAJEURE

- 16.1 Neither party shall be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control including Act of God, inclement weather flood, lightning or fire, the act or omission of Government, highway authorities or other competent authority, war, military operations or riot.

17. LAW

- 17.1 Unless otherwise agreed in writing between the parties this Agreement shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

18. NOTICES

- 18.1 Notices to be served on either party shall be in writing.
- 18.2 Any notice to any Party shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business and proof of postage by recorded delivery, or delivered by hand, of any Notice to either party at his usual or last known place of abode or business shall be sufficient evidence of its receipt by him.

19. AMENDMENTS

- 19.1 Any amendments to this Agreement shall be made in writing and signed by the Parties hereto.
- 19.2 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties hereto and nothing in this Agreement shall be deemed to constitute any of the Parties hereto as agents of the other.

SIGNED for and on behalf of **HORSHAM DISTRICT COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

SIGNED by for and on behalf of **STEYNING PARISH COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

SIGNED by for and on behalf of **BRAMBER PARISH COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

SIGNED by for and on behalf of **UPPER BEEDING PARISH COUNCIL**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)



DATED

25th March 2019

Steypning Parish Council and Sussex Clubs for Young People

AGREEMENT FOR PROVISION OF YOUTH SERVICES

in respect of

Steypning Cluster - Upper Beeding, Bramber and Steypning

UK YOUTH

Sussex Clubs for Young People Ltd

Maybridge Keystone Centre, Raleigh Way, Worthing, West Sussex BN12 6JD

Tel 01273 443563, E-mail member.services@sussexcyp.org.uk

www.sussexcyp.org.uk **facebook / twitter @sussexcyp**

Registered Charity No. 1142272 Company Registration No. 6938548



THIS AGREEMENT is made 25th March 2019 BETWEEN Steyning Parish Council of Steyning Parish Council, The Steyning Centre, Fletcher's Croft, Steyning BN44 3XZ of the one part and Sussex Clubs for Young People Ltd of Maybridge Keystone Centre, Raleigh Way, Worthing, West Sussex BN12 6JD Registered Charity Number 1142272 (hereinafter called "SCYP") of the other part WHEREBY IT IS AGREED as follows:

-

Definitions

Agreement means this document and any quotations which make up the contract documents;

Annex means each and every one of the documents described herein as the annexes to this Agreement;

Services means the services provided by or on behalf of SCYP under this Agreement, as more particularly described in the First Schedule and in accordance with this Agreement.

Data means any data, document or Information howsoever stored which communicates in writing, orally, electronically or by any other means by Steyning Parish Council through the Joint Parishes Youth Committee to SCYP or is obtained or gleaned by SCYP during the course of SCYP providing the Services;

Data shall further mean any Information, data or document which is compiled by SCYP during the course of SCYP's provision of the Service;

Codes of Practice means the obligations in providing and the description of a service which is set out in these Contract Documents which shall mean the Contract and Annexes attached hereto including any Schedules;

Information means any papers, letters, documents, records, invoices including such information stored on computer hardware or software which belongs or where the copyright belongs to the SCYP (whether or not supplied by a third party) or its employees or agents or Sub-Contractors or by Steyning Parish Council and/or which is in the possession or control or should be in the control of the SCYP whether in original form or copies which relates in any direct or indirect way to the Contract or the Services;

Legislation means all relevant Acts of Parliament and statutory regulations, instruments or orders, guidance, Codes of Practice, by-laws and Directives and all applicable European

Community Legislation, which may be in force from time to time as any of the same may be enacted, re-enacted, amended or interpreted from time to time;

Confidential Information means Information, which has either been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored, know-how, employees and other workers, customers and suppliers of either party and all personal data and sensitive personal data as defined in the Data Protection Act 1998 as enacted or amended;

Joint Parishes Youth Committee means the partnership formed by Steyning Parish Council, Upper Beeding Parish Council, and Bramber Parish Council to collectively facilitate the provision and contract management of community youth work in the Parishes of Steyning, Upper Beeding and Bramber.

1. Engagement

- (a) SCYP purports to have the know-how qualifications and necessary ability to undertake the services specified in the First Schedule hereto (hereinafter called "the Services").
- (b) Steyning Parish Council has accepted a quotation from SCYP dated 1st March 2019 for carrying out the Services.

2. Term

SCYP shall commence provision of the Services on 1st April 2019 and cease provision on 31st March 2020 or until earlier termination. Either party may terminate this Agreement by giving twelve weeks written notice to the other party.

3. Duties of SCYP

- a) SCYP shall carry out the Services subject to and in accordance with the following
 - i. The First Schedule;

- ii. The conditions set out in this Agreement;
- b) SCYP shall carry out the Services in a proper and efficient manner with due skill care and diligence.
- c) SCYP shall while this Agreement is in force or until the satisfactory completion of the Services devote such of its time attention and abilities to the Services as may be necessary for the satisfactory completion thereof.
- d) SCYP agrees to advise and assist Steyning Parish Council as required in accordance with (c) above with respect to all aspects of the Services and in the performance of such duties SCYP shall comply with all reasonable requests and directions of Steyning Parish Council
- e) Time shall be of the essence in relation to the carrying out of the Services.
- f) Whilst engaged on Joint Parishes Youth Committee associated premises SCYP shall and shall procure that any employee or member of staff or anyone appointed by SCYP shall comply with Steyning Parish Council policies relating to the conduct of staff, health and safety and security arrangements. Steyning Parish Council (acting reasonably) may, where Steyning Parish Council has reasonable grounds for considering that the presence or conduct of an employee or member of staff, or anyone appointed by SCYP, at any Joint Parishes Youth Committee associated premises relevant to the performance of the Services is undesirable, require the exclusion of the relevant person from the relevant location.

4. Fees

Fees shall be paid by Steyning Parish Council to SCYP in respect of the Services as specified in the Second Schedule.

5. Liability

SCYP shall ensure that all employees, or persons appointed by SCYP to provide the Services are fully trained in health and safety issues and all relevant Legislation. SCYP shall indemnify and keep indemnified the Steyning Parish Council from and against all loss damage or liability (whether criminal or civil) suffered and legal fees and costs resulting from a breach of this Agreement by SCYP.

6. Insurance

- (a) SCYP shall effect and maintain insurance necessary to cover its liabilities under this Agreement or as may be required by Steyning Parish Council from time to time.
- (b) SCYP shall, whenever required by Steyning Parish Council, produce documentary evidence showing that the insurance required by Conditions 6(a) has been taken out and is being maintained.
- (c) If, for whatever reason, SCYP fails to maintain the insurance required by this Condition 6 Steyning Parish Council may make alternative arrangements necessary to protect its interests and recover the costs thereof from SCYP.

7. Safeguarding Children, Young People and Vulnerable Adults

- 7.1 SCYP and Steyning Parish Council are committed to Safeguarding Children, Young People and Vulnerable Adults in accordance with the duties under the Children Act 2004.
- 7.2 SCYP shall acknowledge that the Steyning Parish Council has a duty to comply with the Children Act 2004 and that this duty extends to all functions Steyning Parish Council discharges, including those discharged by third parties on its behalf. SCYP shall comply with requirements of the Children Act 2004.

8. Business Continuity

- 8.1 SCYP shall, upon request present satisfactory evidence of its business continuity arrangements (the 'Business Continuity Plan') to Steyning Parish Council. SCYP shall demonstrate to the Steyning Parish Council the viability and effectiveness of the Business Continuity Plan should there be a disruption to the Services.
- 8.2 SCYP shall have an appropriate level of planning to protect its interests in line with requirements under the Civil Contingencies Act 2004.

9 Termination

9.1 SCYP shall notify the Steyning Parish Council through the Joint Parishes Youth Committee in writing immediately upon the occurrence of any of the following events if the company passes a resolution for winding up or the court makes an administration order or a winding up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

9.2 On the occurrence of the event described in paragraph 9.1 or if SCYP shall have committed a material breach of this Agreement and (if such breach is capable of remedy) shall have failed to remedy such breach within thirty days of being required by Steyning Parish Council through the Joint Parishes Youth Committee in writing to do so Steyning Parish Council shall be entitled to terminate this Agreement by notice to SCYP with immediate effect.

10 Equalities and Diversity

10.1 Steyning Parish Council and SCYP are committed to promoting and delivering services that ensure everyone is treated with dignity and respect in accordance with the Equality Act 2010 and our public duties. In accordance with these commitments all employees, contractors and suppliers are expected to ensure that policies, processes, services and employment practices do not impact less favourably on any of the “protected characteristics” for age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

11 Assignment and Sub-Contracting

11.1 SCYP shall not transfer or assign the whole or any part of this Agreement.

11.2 The Services shall not be sub-contracted without the prior express written consent of Steyning Parish Council and in the event of such consent being granted such sub-contractors shall be deemed to be employed by SCYP.

12 Corrupt Gifts

SCYP shall not offer give or agree to give any gift or consideration whatsoever as an inducement or reward to any employee or agent of Steyning Parish Council.

13 Freedom of Information

13.1 SCYP and Steyning Parish Council acknowledge that:

- a) where they are obliged to comply with the provisions of Section 100 of the Local Government Act 1972 and Section 1(1) of the Freedom of Information Act 2000 (the "Information Acts"), meaning that any person has a right to request information including information relating to the provisions of this Agreement (the "Information"), from Steyning Parish Council and also the Environmental Information Regulations;
- b) Steyning Parish Council has a duty to communicate the Information to the individual making the request; and
- c) SCYP shall assist and co-operate with Steyning Parish Council in complying with its obligations under the Information Acts, but shall not disclose any Information to any individual under the provisions of the Information Acts without first obtaining the prior written consent of Steyning Parish Council through the Joint Parishes Youth Committee

13.2 The following sub-clauses shall apply to Steyning Parish Council and SCYP:

- a) Both Parties shall take account of the Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 made pursuant to section 45 of the Act;
- b) where either Party receives a request for information in writing and that information is held by the other on behalf of the Party in receipt of the request the Party holding the information on behalf of the other shall promptly provide the Party in receipt of the request with such information as is necessary to enable it to comply or consider the request;

- c) for the purposes of sub-clause 13.2.b "in writing" shall also include any request for information where the text of the request is (i) transmitted by electronic means (ii) is received in legible form, and (iii) is capable of being used for subsequent reference;
- d) unless it is clear that no exemption applies under the Freedom of Information Act each Party shall notify the other within 24 hours of any requirement arising as a result of the Freedom of Information Act whereby it may be compelled to disclose information provided to it by the other Party and shall consult with it as to whether such information should be disclosed;
- e) sub-clause 13.2.(d) shall not apply where the Party which has been provided information by the other does not intend to disclose such information.

14 Miscellaneous

- I. In the event that any of the terms contained herein are determined to be invalid or unenforceable to any extent such term shall be severed from the body of this Agreement which shall continue to be valid and enforceable to the fullest extent.
- II. SCYP indemnifies and agrees to keep indemnified Steyning Parish Council in respect of any claims that may be made by the relevant authorities against SCYP in respect of income tax or National Insurance or similar contributions relating to the Services.
- III. Nothing in this Agreement shall create or be deemed to create any agency or partnership between the parties or have the effect of making SCYP the Servant of Steyning Parish Council.
- IV. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and SCYP agrees to submit to the exclusive jurisdiction of the English Courts.
- V. The headings to these conditions shall not affect their interpretation.

- VI. The conditions set out herein may only be varied with the prior written agreement of Steyning Parish Council through the Joint Parishes Youth Committee and no terms or conditions put forward at any time by SCYP shall form any part of this Agreement.
- VII. Any notice required to be given or served under this Agreement by Steyning Parish Council through the Joint Parishes Youth Committee shall be in writing and shall be served by sending it by first-class post to SCYP's last known place of business or registered office, when it shall be deemed to be served on the day when in the ordinary course of the post it would have been delivered.
- VIII. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

15 SCYP shall:

- 15.1 comply with its obligations under the Data Protection Act 1998 ("the DPA") or any re-enactment of or amendment thereto insofar as performance of this Contract gives rise to obligations thereunder;
- 15.2 provide Steyning Parish Council with such Information as Steyning Parish Council may require to satisfy itself that SCYP is complying with its obligations under the DPA;
- 15.3 ensure that it does nothing which places Steyning Parish Council in breach of Steyning Parish Councils' obligations under the DPA;
- 15.4 provides Steyning Parish Council with such Information as Steyning Parish Council requires in order for it to comply with the right of any individual pursuant to the DPA;
- 15.5 SCYP must comply with the Data Protection Principles and maintain a system to ensure the same.

SCYP hereby expressly acknowledges that:

15.6 Steyning Parish Council alone has (subject to such third-party rights as may at any time be notified to SCYP by Steyning Parish Council) exclusive ownership and ultimate control of any data collected in the course of this contract.

15.7 SCYP will hand over to Steyning Parish Council any Data and Information immediately on demand at no extra cost to Steyning Parish Council.

16 Subject to Clause 13 (Freedom of information)

Each party shall treat all Confidential Information as confidential and safeguard it accordingly.

THE FIRST SCHEDULE
"The Services"

**Joint Parishes Youth Committee
for Upper Beeding, Bramber and Steyning
(as set out in the following documents ATTACHED)**

THE SECOND SCHEDULE
"The Fees"

£25,648.19

Payments to be made by BACS transfer payment within 30 days of receipt of a valid invoice from SCYP.
This payment is subject to the submission of satisfactory performance and monthly reporting.

Payments of £7,700 will be made in advance of each of the following periods:

1st April to 31st July 2019

1st August to 31st December 2019

1st January to 31st March 2020

A final subsequent payment of £2,548.19 will be made by 31st March 2020.

IN WITNESS this Agreement has been signed on behalf of the parties

.....

Authorised Officer for and on behalf of Steyning Parish Council

.....

Authorised Officer for and on behalf of Sussex Clubs for Young People

THE FIRST SCHEDULE
"The Services"

**Joint Parishes Youth Committee
for Upper Beeding, Bramber and Steyning**

Specification

17 Requirement

Sussex Clubs for Young People (SCYP) will provide one qualified youth worker for 21 hours per week all year and one youth support worker 11.5 hours for per week during term-time only offering youth club sessions for the following periods:

- a) 23rd April to 23rd July 2019
- b) 2nd September to 20th December 2019
- c) 6th January to 3rd April 2020

SCYP will also provide a programme during school holidays designed with the needs of the young people in mind that will engage with the community.

18 Services to be delivered

Services will include the delivery of the following club sessions during term-time:

- The Hub, Upper Beeding – Mondays 6:30 to 8:00pm
- Cuthman Centre, Steyning – Tuesdays 5:00 to 9:00pm
- Cuthman Centre, Steyning – Thursdays 7:00 to 9:00pm

Each club session will consist of face-to-face contact with young people.

SCYP staff will provide session logs and termly reports for each period. SCYP will have regular discussions with the Joint Parishes Youth Committee on progress to create a document of evidence to support funding applications working with young people and partners to raise funds for future delivery.

SCYP will create positive informal, educational and recreational activities chosen by and developed with young people aged 9 to 19 (or to 25 with special educational needs) rooted in their community that are safe, fun, welcoming and engaging.

SCYP staff will consult young people to identify local needs, new service requirements and interest in opportunities such as positive activities, volunteering/social action and training/employment programmes. SCYP will support young people to have a voice in the community by helping them to influence and shape the service and decisions, which affect them locally. Staff will record their views on the termly reports and session logs.

SCYP will provide occasional detached and outreach youth services within the resources available to connect with young people who are isolated or difficult to reach within the local area.

SCYP will review this schedule with the Joint Parishes Youth Committee by the end September 2019 to consider any proposed changes or revisions necessary or as a result of consultations and the identification of local needs.

19 Roles and Responsibilities

The Joint Parishes Youth Committee shall be responsible for:

- d) Funding the purchase of resources and equipment to complement the delivery of any youth sessions
- e) Promoting opportunities for volunteering with Sussex Clubs for Young People at club sessions.
- f) Ensuring that photographs of young people are NOT published online or through social media without parental consent for those aged under 16 years old.
- g) Ensuring where publicising the project in the media it will be referred as run by Sussex Clubs for Young People and funded by the parishes of the Joint Parishes Youth Committee.
- h) Nominating a representative to meet termly with the Lead Youth Worker and another representative from SCYP to plan for and review the sessions delivered under this agreement

USE OF BUILDINGS

Sussex Clubs for Young People shall be responsible for:

- a) Making all and any payments to Steyning Grammar School or The Hub, Upper Beeding for the hire / use of the buildings; to provide indemnity for the use of the building by the youth club, staff and volunteers and insurance as applicable
- b) Ensuring that any buildings are maintained in good order and that compliance with any requirements of Steyning Grammar School or the Hub, Upper Beeding for the hire of the building and risk assessments are met.
- c) Reviewing and maintaining the use of appropriate venues for delivery of club sessions: whilst it is not anticipated the service areas will change during the allocated periods a flexible approach will be adopted in order to be responsive to need and demand of the service
- d) Ensuring the safe storage and provision of equipment required for the delivery of any youth sessions maintaining an appropriate inventory; this will include identifying any health and safety issues with damaged items

Sussex Clubs for Young People shall also be responsible for:

- a) Creating positive informal, educational and recreational activities chosen by and developed with young people aged 9 to 19 (or to 25 with special educational needs) rooted in their community that are safe, fun, welcoming and engaging.
- b) Ensuring that all project outcomes are met and that any activity and/or provision is accessible and appropriate to young people regardless of gender, disability, race, ethnic identity, social background and sexuality.
- c) Managing any support workers, adult and young volunteers, liaising with the local community and others to develop a responsive, effective and high-quality service.

- d) Consulting with the young people, volunteers and SCYP staff to develop a code of conduct that embraces confidentiality, well-being, safety, reasonable behaviour, due diligence and determine an acceptable protocol for non-compliance and consequences.
- e) Encouraging young people to keep noise and unruly behaviour under control to ensure that residents in the locality are not unduly disturbed.
- f) Providing a risk assessment for youth sessions and discuss contents with all staff and volunteers.
- g) Providing information, advice and guidance to young people using appropriate reference materials online or with available literature that would support their personal development, health and well-being.
- h) Encouraging young people to participate in training and positive activities provided by Sussex Clubs for Young People.
- i) Maintain registers, registration, and media consent forms and any accompanying evidence producing required session activity logs, half-termly reports, case studies and monitoring reports at regular intervals.
- j) Managing and recording all income and expenditure from subs and / or tuck during club sessions working with young people to use this and other funding to further promote and develop activities for young people.
- k) Gather feedback from and to consult young people about their needs and involve them in the design, development and conduct of any appropriate social action that they can be involved in to effect change in their community.
- l) Carrying out termly fire drills for club sessions.
- m) Reporting any safeguarding concerns to their Safeguarding Officer with appropriate referrals to the local authorities and agencies and notify any concerns to the Joint Parishes Youth Committee representative.
- n) Providing regular supervision visits to site locations, administrative support, and staff cover if possible.

- o) Ensuring volunteers are supported in accordance with their volunteer framework and are inducted into the Safeguarding and Health and Safety requirements, under supervision of the Lead Youth Worker.
- p) Ensuring no lone work will be undertaken and it must be recognised that if the Lead Youth Worker is ill or not available, sessions may not be run. Any change in Lead Youth Worker or sessions missed to be notified to the Joint Parishes Youth Committee at the earliest opportunity. Where possible sessions should not be cancelled due to sickness, as 'other' staff should be available to cover any sickness absence.
- q) Attending review and planning meetings during the projects duration where deemed necessary, particularly in relation to any health and safety or safeguarding concerns.
- r) Advising the Joint Parishes Youth Committee of any issues or concerns with regards to delivery of the programme or health and safety as soon as possible to ensure the success of the project.
- s) Ensuring that when publicising the project in the media it will be referred as run by Sussex Clubs for Young People and funded by the parishes of The Joint Parishes Youth Committee.

Any variation of Services to be delivered must be agreed in writing by the Joint Parishes Youth Committee.

20 Management

The daily contact and principal for Steyning Parish Council is: John Fulbrook, Clerk to the Council, Steyning Parish Council, The Steyning Centre, Fletcher's Croft, Steyning BN44 3XZ

The daily contact and principal for Upper Beeding Parish Council is: Celia Price, Clerk to the Council, Upper Beeding Parish Council, 3 Hyde Square Upper Beeding BN44 3JE

The daily contact and principal for Bramber Parish Council is: to be confirmed.

The day to day Contract Manager for Sussex Clubs for Young People is Keely Hardy, Team Manager, Sussex Clubs for Young People Ltd, Fishersgate Maybridge Keystone Centre, Raleigh Way, Worthing BN12 6JD. Preferred number: Mobile 07952 635435 e-mail keely.hardy@sussexcyp.co.uk

21 Performance Monitoring

One review / planning meeting will occur on site within the first four weeks of the project. Other meetings will occur during the projects duration where deemed necessary, particularly in relation to any health and safety or safeguarding concerns.

Sussex Clubs for Young People will complete and return the termly reports after every half-term and details of income/expenditure of subs and tuck for clubs. Template documents attached.

A final review meeting between SCYP and the Joint Parishes Youth Committee will occur no later than four weeks after the end of the project.

22 Health and Safety

A copy of Sussex Clubs for Young People Health and Safety Statement shall be provided to Joint Parishes Youth Committee prior to the commencement of the project along with a copy of any appropriate Risk Assessments and a Safeguarding Policy.