

DATED

??DATE??

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 ??DATE?? 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 8th November 2019 for carrying out the Services.

2. Term

SCYP shall commence provision of the Services on 1st April 2020 and cease provision on 31st March 2023 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 and Working Together to Safeguard Children 2018.
- 7.2 SCYP shall acknowledge that the Steyning Parish Council has a duty to comply with the Children Act 2004 and Working Together to Safeguard Children 2018 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 and Working Together to Safeguard Children 2018.

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"

For the financial year 1st April 2020 to 31st March 2021 the fee will be **£26,930.60**.

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 exactly one quarter of the financial of the total annual fee will be made in advance of each
of financial quarter starting 1st April 2020.

For the financial year 1st April 2020 to 31st March 2021 the quarterly fee will be £6,732.65.

Fees for the following financial years will be reviewed by the Joint Parishes Youth Committee before the
end December in the previous financial year and an increase agreed that is in line with the cost of living
and average weekly earnings indices published by the Office for National Statistics and the budgets of the
combined parishes.

Fees for the financial year 1st April 2021 to 31st March 2022 will need to be agreed by 31st December
2020.

Fees for the financial year 1st April 2022 to 31st March 2023 will need to be agreed by 31st December
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