

Events Community & Leisure COMMITTEE AGENDA

**For a Meeting to be held at 7.30p.m. on
Tuesday 07 October 2025
at Champions Manor Hall, Hullbridge Road,
South Woodham Ferrers**

**Membership:
Councillor Crosbie (Chair)
Councillor Massey (Vice-Chairman)**

Councillor Barnett
Councillor Kelly
Councillor John

Councillor Sherlock
Councillor Humphrey

Councillor Perham Lake
Councillor Price

Local Residents are welcome to attend this meeting. At the meeting, your elected Councillors will take decisions affecting YOU, the Community, and the Town. At the beginning of the meeting there is an opportunity for you to make representations, answer questions and give evidence in respect of any item covered by the Committees Terms of Reference. If you have any queries, please telephone the Town Clerk on 01245 321817.

KATKINS

**Karen Atkins Town Clerk
1st October 2025**

1. Apologies for Absence

To RECEIVE and ACCEPT any apologies for absence.

2. Dispensation considerations

To consider any dispensations, as required. Standing Order 12. Dispensation requests shall be in writing and submitted to the Town Clerk as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.

3. Declarations of Interest

Any Member declaring an interest is asked to state whether this is a pecuniary, registerable or non-registerable interest. Clarification, if required, can be sought prior to the meeting with the Chair or the Town Clerk.

4. Confirmation of Minutes

To **APPROVE** the minutes of the meeting held on 15th July 2025 as a true record.

5. Budgetary Position

To receive the current budgetary position as of 1st October 2025 as attached to the agenda.

6. Public Questions

In accordance with Standing Order 3.e to allow up to 15 minutes for members of the public to make representations, answer questions and give evidence in respect of any item of business covered by the Committees Terms of Reference. At the close of this item members of the public will no longer be permitted to address the Committee; Members with pecuniary interests will also not be permitted to speak, address the Committee on those interests and must leave the meeting when the item in relation to their interest is being discussed.

7. Health & Social Care Group

Committee to receive the latest report attached to agenda.

8. Youth Club SLA

- Committee to consider the funding of the youth club managed by the YMCA for another year. Service level Agreement for 2025-26 attached to agenda. Budget allocation agreed for 2025-26 of £9,000.00. Recommendation to Council on 21/10/2025.
- To receive the latest report from the Youth Club.

9. Remembrance Sunday 2025

- To receive an update from the Leisure Officer regarding the Royal British Legion Remembrance Parade and service for 2025.
- Committee to consider a location for a fallen soldier to be placed in town. Report attached to agenda.

To **NOTE** the office will arrange for the Tommy Silhouettes to be placed around town for Remembrance Day and knitted poppies will be placed on the columns of the Bandstand.

10. Items to Note

- **Cinema Club:** The next Cinema Club is on 9th October 2025 showing The Penguin Lessons.
- To note a report attached to agenda for Fun at Champions Manor Hall and Youth Week during August 2025.
- Tickets for the children's Halloween party went on sale on 15th September and have now sold out.
- The Christmas Pantomime have been on sale from 24th September 2025

through ticket source and fully advertised.

- The Christmas Fayre is now being advertised to residents.
- The request for wool donations for poppies on the bandstand 2025 has been ongoing from 1st of September.
- Play in the Park 2025 reported a successful summer with high attendances and good weather. Below are SWF attendance figures –
23/07/2025 AM – 222
23/07/2025 PM – 90
20/08/2025 AM – 107
20/08/2025 PM – 140

11. Christmas 2025

- Committee to consider the arrangements and volunteers for the Town Council stall at the Christmas Fayre.
- Committee to consider the hot dinner option available for the Seniors Christmas hot food on 7/12/25. Ticket price for event is £7.00 ECL-25-150.
- Committee to consider a Best Dressed Christmas Window competition for local businesses 2025 or ideas for an alternative competition.

12. SWFLC Swimming Pool Report 2024-25

Committee to receive the report attached to the agenda.

13. Report To Council

To agree items to report to the next Council meeting on 21st of October 2025.

14. Media Coverage

To consider whether any items on this Agenda warrant a Media release, and, if so, to agree a Councillor to comment if applicable.

15. Next Meeting

The next meeting of the Events Community & Leisure Committee will be on the 4th November 2025 at 7.30pm.

Any member who is unable to attend the meeting should send their apologies and reason to the Town Clerk prior to the meeting.

Detailed Income & Expenditure by Budget Heading 01/10/2025

Month No: 6

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent
<u>200 Leisure General</u>						
1200 Allotment Income	350	350	0			100.0%
1205 Bowls Club Income	4,728	5,400	672			87.6%
1210 Christmas Lights Income	0	2,100	2,100			0.0%
1254 Summer Event income	1,052	1,000	(52)			105.2%
	6,130	8,850	2,720			69.3%
Leisure General :- Income						
4500 Play Schemes	1,414	1,500	86		86	94.3%
4508 Marsh Farm Road Allotments	0	350	350		350	0.0%
4510 Play Area Running Costs	1,396	4,000	2,604		2,604	34.9%
4515 Swimming Pool Subsidy	0	10,000	10,000		10,000	0.0%
4525 Bowling Green Sinking Fund	0	4,650	4,650		4,650	0.0%
4530 Christmas Lights	9,546	25,000	15,454		15,454	38.2%
	12,357	45,500	33,143	0	33,143	27.2%
Leisure General :- Indirect Expenditure						
Net Income over Expenditure	(6,227)	(36,650)	(30,423)			
<u>210 Bandstand</u>						
1230 Bandstand Income	125	500	375			25.0%
	125	500	375			25.0%
Bandstand :- Income						
4600 Bandstand Expenditure	0	500	500		500	0.0%
	0	500	500	0	500	0.0%
Bandstand :- Indirect Expenditure						
Net Income over Expenditure	125	0	(125)			
<u>250 Community Events</u>						
1250 Christmas Fayre Income	235	2,500	2,265			9.4%
1251 Senior Citizens Xmas Lunch Inc	0	350	350			0.0%
1252 Film CMH Club Income	580	1,000	420			58.0%
1255 Christmas Panto Income	0	1,300	1,300			0.0%
1257 National celebrations	66	0	(66)			0.0%
1258 Halloween Event Income	18	250	232			7.2%
1260 Seniors Day Trip	530	500	(30)			106.0%
1600 Toddler Group Income	424	1,100	676			38.5%
1601 Youth Month Income	0	200	200			0.0%
1602 CMH Fun Income	35	0	(35)			0.0%
	1,888	7,200	5,312			26.2%
Community Events :- Income						
4116 Card Processing/BACS/Bank Fees	15	0	(15)		(15)	0.0%
4350 Youth Club Expenditure	0	9,000	9,000		9,000	0.0%
4540 Toddler Group Expenditure	213	1,000	787		787	21.3%

Detailed Income & Expenditure by Budget Heading 01/10/2025

Month No: 6

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent
4651 Christmas Fayre Expenditure	7,006	15,000	7,994		7,994	46.7%
4652 Film Club CMH Expenditure	168	300	132		132	56.1%
4653 Senior Citizens lunch Exp	0	700	700		700	0.0%
4654 CMH Fun	1,340	1,500	160		160	89.3%
4655 Summer Event	7,162	8,000	838		838	89.5%
4656 Christmas Panto	1,371	1,600	229		229	85.7%
4663 National Celebrations	1,128	1,000	(128)		(128)	112.8%
4664 Youth Month	954	1,000	46		46	95.4%
4665 Seniors Day Trip	1,015	500	(515)		(515)	203.0%
Community Events :- Indirect Expenditure	20,373	39,600	19,227	0	19,227	51.4%
Net Income over Expenditure	(18,485)	(32,400)	(13,915)			
Grand Totals:- Income	8,143	16,550	8,407			49.2%
Expenditure	32,730	85,600	52,870	0	52,870	38.2%
Net Income over Expenditure	(24,587)	(69,050)	(44,463)			
Movement to/(from) Gen Reserve	(24,587)	(69,050)	(44,463)			



Report to South Woodham Ferrers Town Council For Events Community & Leisure Committee Meeting on 7th October 2025

Since our last Report for the meeting held on 15th July 2025 there have been the following significant developments:

Our virtual public **2025 AGM** and Meeting was held on 25 September 2025. Highlights of our 2024-25 year were the publications of our “**The Impact of Covid on Dying, Death & Bereavement**” film, and our “**Accessibility to Healthcare Services in SWF, the Dengie & Maldon**” report. The film enables people to reflect on their sad and traumatic experiences. The report informs things including the Essex Transport Strategy and community transport. The AGM accepted and adopted our 2024-25 Annual Report, is at: <https://swfhealthsocial.co.uk/2025/09/21/the-swf-health-social-care-group-public-meeting-agm-2025/>. The Executive Summary lists our achievements. Section 4 lists many issues that we’ll be addressing this year. These are all appended to this report. Appendices are at: <https://swfhealthsocial.co.uk/wp-content/uploads/2025/09/appendices-to-annual-report-2024-25-1.pdf> including Appendix 4 - Financial Report. The Group **requests** continuation of SWFTC’s support and in due course further funding towards its future administration. We will continue to consult and keep everyone advised of developments, progress and future arrangements. Other sources of ongoing support will be explored. Please present this Annual Report and Appendices to SWF Town Council.

Crouch Vale Medical Centre’s Wheelchairs are still missing, believed stolen. Anyone who has a wheelchair that’s no longer needed, **please donate or loan** it by taking it to the ground floor Reception. Two have been donated already; there were four originally.

The reorganisation of Mid & South Essex (MSE) Integrated Care Board (ICB) into the Greater Essex ICB will take effect in April 2026. The increased responsibilities of NHS East of England (EoE) as part of the radical reorganisation of the NHS will also take effect in April 2026. Interim shadow arrangements for these changes are being made. The main responsibility of Greater Essex ICB will be contracting local health services and integrating with social care. NHS EoE will be responsible for performance management of health service providers. There has been a six month push back for these changes. As soon as there is more clarity about how this will be done we will arrange a public meeting to explain and discuss it all.

MSE ICB decided on 15 July 2025 to repair necessary parts of St Peter's Hospital, Maldon, so that all existing outpatient clinics, treatments and diagnostics will continue there for up to five years whilst a business case is developed and delivered for new premises in Maldon to continue this for the future.

A national review is being taken urgently to review maternity and neonatal services. Our hospitals at Broomfield, Basildon and Southend are not included in this.

The public inquiry into the mental health services in Essex continues.

The Group continues to represent SWF in Livewell Chelmsford and Culture Chelmsford, particularly with its priority of the link between culture and health. SWF Creatives is in partnership with Culture Chelmsford for three projects being delivered over 18 months, funded by Arts Council England, being Concrete Canvas, Chelmsford Museum Collectives and a Gaming Festival. The new initial mural was painted at Saltcoats on Sunday 21 September 2025. In short time people from the Town contributed ideas about the content and all the one hour workshops to paint the mural were full of Townsfolk of all ages. Many thanks to the SWF Town Councillors who took part.

Our Chairman continues his involvement in meetings across the NHS which directly impact on our local NHS. The newsletters continue to be produced weekly and our contribution to the new monthly Focus is now established as a regular piece.

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SWF Health & Social Care Group

Extracts from Annual Report May 2024-April 2025

EXECUTIVE SUMMARY

May 2024 to April 2025 has been another very productive year for our Group, with key achievements and activities including:

- Production and publication of our film about “The Impact of Covid on Dying, Death & Bereavement” and its improved presentation packs. Premier screenings were followed later by successful presentations using the new packs. The film has impact and discussions about it help audiences to recognise the trauma they experienced and to start to address it. This resource is freely available for use and we will continue promoting and using it.
- The film is part of our ongoing contribution to the Mid & South Essex Compassionate Communities Campaign.
- Publication of our independent academic report into “Accessibility to Healthcare Services in SWF, the Dengie & Maldon” showing the barriers to getting to all sorts of healthcare services and starting to advocate for improvements; this includes working with C360 on their scheme for community transport for our area.
- Continuing use of the independent academic “Health, Welfare & Social Care Assessment of the Dengie & South Woodham Ferrers (SWF) Primary Care Network”.

- Our involvement with the consultations about the future for community health services, and the health services recently and presently delivered at St Peter's Hospital, Maldon, and the decision to repair St Peter's so it continues to deliver its present outpatients services for up to 5-years whilst a new health centre is created.
- Ongoing involvement in the development of the Dengie & SWF Primary Care Network, providing support to GP treatment services, promoting public health and delivering preventative care.
- Working with the Maldon Central, Dengie & SWF Integrated Neighbourhood Team (INT).
- Bringing Mid Essex Recovery and other health related activities to SWF.
- Playing a leading part in the launch and development of the Mid & South Essex Compassionate Communities Campaign, including its art exhibition.
- Including SWF in the development of the Culture Chelmsford Strategy's "Improve Health & Wellbeing" strategic theme, the creation of SWF Creatives,
- Campaigning for the re-launch of the shuttle Park & Ride bus from Chelmer Valley to Broomfield Hospital, re-established in August 2024.
- Keeping track of the Lampard Inquiry into Mental Health services in Essex.
- Working through the extreme 2024-25 winter pressures and contributing to planning for South Woodham Ferrers Health & Social Care Group Annual Report
- Contributing to the development of the 10-Year Plan for the NHS.
- Following the announced radical reforms to the NHS, supporting the Mid & South Essex Integrated Care System (ICS) for its final year, contributing to the developments for the Greater Essex ICS, whilst cognisant of the Essex Caring Commission Report and its agenda.
- Keeping SWF informed with selected and edited public health information gathered from national, regional and local authoritative sources, using virtual meetings, website and social media publications, and Focus magazine. Focus is now a monthly publication with limited content space. The need to communicate effectively with people not using digital technology is an increasing potential inequality for everyone involved in welfare services.

4. Our Organisation & Future Activities

This Group has run since 1999 and in that time has delivered benefits and ensured that SWF is heard and represented about a wide range of health and social care issues. This has been delivered entirely by voluntary time and effort. Succession and sustainability is required. If SWF values this and wants it to continue then fresh people need to join and contribute please.

This is a critical time. A radical reorganisation of the NHS, the 10-year NHS Plan and devolution will have major effects in the next year and beyond.

The most important activities for the coming months are expected to include:

- Continuing to use our independent academic report into "Accessibility to Healthcare Services in SWF, the Dengie & Maldon" to show the barriers to getting to all sort of healthcare services and advocate for improvements; this includes working with C360 on their scheme for community transport for our area.
- Working with MSE ICS and the shadow Greater Essex ICS, to maintain services whilst developing for the future;

- Exploring a next research project to undertake in conjunction with the Warwick Medical School Masters' Public Health Pathway programme;
- Lobbying and working to use our accessibility report to inform consideration of ways to improve the ability of patients and carers to access health services;
- Maintain our involvement about the future of community health services and the future of St Peter's Hospital, Maldon;
- Promotion of our film about the impact of Covid and the restrictions caused by it on dying, death and bereavement;
- Continuing using our Report about healthcare services in the Dengie & SWF Primary Care Network;
- Contributing to Chelmsford Cultural Strategy's development of its Culture & Health strategic theme and ensure SWF and ruralities are fully included in this project;
- Contribute to development of the Mid & South Essex Compassionate Communities Campaign; and,
- Contribute to the development of a VCFSE Assembly for Greater Essex, in the context of the Essex Caring Communities Commission's 2025 Report, particularly to include SWF and other local communities.

We welcome comments and suggestions now and in the coming months about our activities as they are and as people would like them to be.

6. Recommendations & Request

We commend the work of the Group and this Report to SWF Town Council (SWFTC) and the people of South Woodham Ferrers.

We request that SWFTC considers and accepts this Report.

As far as possible, the Group has delivered value for money. The remaining funds will enable the Group to continue its work in representing the Townsfolk about all levels and types of health and social care as they affect and apply to the patients, service users and population of SWF.

The Group requests continuation of SWFTC's support and in due course further funding towards its future administration. We will continue to consult and keep everyone advised of developments, progress and future arrangements. Other sources of ongoing support will be explored.

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SERVICE LEVEL AGREEMENT

BETWEEN

SOUTH WOODHAM FERRERS TOWN COUNCIL

And

YMCA ESSEX

Name of Provider	YMCA Essex
Start date	19 th September 2025
End date	18th September 2026 unless renewed in accordance with clause 3.1 of this Agreement
Review date	3 months before end date
Contacts for contract monitoring:	Becky Whitaker, YMCA Essex

THIS AGREEMENT, (which includes the conditions and schedules), is made 5th August 2025

BETWEEN

(1) **SOUTH WOODHAM FERRERS TOWN COUNCIL**

of Champions Manor Hall, Hullbridge Road, South Woodham Ferrers, Essex CM3 5LJ (“the Authority”); and

(2) **YMCA ESSEX** of Victoria Road, Chelmsford, Essex CM1 1NZ (“YMCA Essex”)

together known as the Parties.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall unless the subject or context otherwise required have the following meanings:

“Authority Authorised Contact”	Clerk to South Woodham Ferrers Town Council
“Force Majeure”	Any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to YMCA Essex, the YMCA Essex's personnel or any other failure in the their supply chain
“Information”	has the meaning given under section 84 of FOIA
“Services”	Means the services set out in the Service Specification.
“Service Level Agreement” (SLA)	This Agreement, including conditions and schedules, which sets out in detail the service(s) to be provided and the Responsibilities of the YMCA Essex.
“Service Specification(s)”	Document identifying in detail the agreed Service(s) to be offered. This document forms Schedule 1 to the Service Level Agreement.
Service Users	Users of the service.

Request for Information	Means a request for information or an apparent request under the Code of Practice on Access to Government Information or FOIA
YMCA Authorised Contact,	Becky Whitaker, Youth Services Manager, YMCA Essex

2. SCOPE OF TERMS AND CONDITIONS OF SERVICE

- 2.1 Subject to the provisions of this Agreement, YMCA Essex agrees to provide the Services set in accordance with the Terms and Conditions of this Agreement.
- 2.2 In providing the Services, YMCA Essex shall at all times:
 - 2.2.1 allocate sufficient resources to provide the Services;
 - 2.2.2 ensure that any of its personnel who are engaged in the provision of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority; and
 - 2.2.3 provide such reasonable co-operation and information in relation to the Services to the Authority as the Authority may reasonably require from time to time.

3. DURATION

- 3.1 The Service shall be provided from 19th September 2025 for a period of one year and will automatically be renewed for a further one year on a rolling basis unless the Authority gives the YMCA three months prior written notice of its intention not to renew the agreement.

4. DUTY OF CARE

- 4.1 YMCA Essex (YMCA) shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Agreement.
- 4.2 All YMCA Essex (YMCA) personnel deployed on the Services relating to this Agreement must have appropriate qualifications and competence. The YMCA Essex shall provide qualification and competence details of its personnel to as required and on request.

5. TERMINATION

- 5.1 Either Party may terminate the Agreement by giving six months' notice to the other. Such notice may expire at any time but no sooner than six months after entering into this Agreement
- 5.2 The Authority may terminate this Agreement (in whole or part) with immediate effect by the service of notice to the following circumstances:

- 5.2.1 if YMCA Essex is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Authority may only terminate this Agreement under this clause 5 if the has failed to remedy such breach within 21 days] of receipt of notice from the Authority (a Remediation Notice) to do so;
 - 5.2.2 if YMCA Essex ceases to operate or there is an insolvency situation;
 - 5.2.3 if there is a change of control of YMCA Essex;
 - 5.2.4 If the service user falls below a mutually agreed non-viable number over a two/three month period
- 5.3 Where the YMCA Essex fails to comply with the conditions and requirements as set out in this Agreement, the Authority may by notice in writing terminate this Agreement and/or withhold future payments and/or require the YMCA Essex to repay all or any part of monies paid to it under this Agreement.

6. MONITORING AND EVALUATION

- 6.1 YMCA Essex shall comply with the monitoring and evaluation arrangements as set out in the Service Specification
- 6.2 On-going performance review meetings shall be conducted twice a year at a date and time to be agreed between the Authority and YMCA Essex's Authorised Contact .
- 6.3 Communication shall be maintained through the YMCA Essex's Authorised Contact, which shall be the first point of contact between the providers.
- 6.4 The provision of the Services will be monitored using session sheets or numbers and overall aims of the group, showing of assessment as outlined in the Service Specification/ proposal. The aim of these performance indicators is to provide an accurate, fair and rounded picture of the service provided including both performance and quality aspects. The information provided will also be useful data for evaluating the service and informing future developments.

7. CONTINUOUS IMPROVEMENT

- 7.1 YMCA Essex shall have an ongoing obligation throughout the duration of this Agreement to identify new or potential improvements to the Services in order to achieve the highest level of service user satisfaction. As part of this obligation YMCA Essex shall identify and report to the Authority the review meetings;, new or potential improvements to the Services. Any changes made in accordance with this clause 7.1 shall be addressed by the Parties in accordance with clause 8.

8. VARIATION OF AGREEMENT

- 8.1 No variation of this Agreement shall be valid unless expressly agreed in writing by the authorised representatives of both organisations.

9. DISPUTES, ESCALATION AND RESOLUTION

- 9.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (“Dispute”) then the Parties shall follow the procedure set out in this clause 9:
- 9.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice the Parties shall attempt in good faith to resolve the Dispute;
- 9.1.2 In the event that a Dispute remains unresolved after one month despite good faith efforts of the Parties, the Dispute shall be referred to the Chief Executive, YMCA Essex and nominated lead at the Authority, whose decision shall be final and accepted by both Parties.
- 9.1.3 Notwithstanding clause 9.1.2, if the Parties are still for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Practice. Unless otherwise agreed by the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve an Alternative Dispute Resolution notice in writing (ADR notice) to the other Party to the Dispute requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve .

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Authority may assign or sub-contract this Agreement without the prior written consent of YMCA Essex but provided that it gives the YMCA Essex six months prior written notice, or whatever is practically possible.
- 10.2 YMCA Essex must not assign, sub-contract, or delegate any of its duties in whole or in part under this Agreement without the prior written consent of the Authority.

11. STAFF

- 11.1 Where the work of employees or volunteers appointed by the YMCA Essex brings them into contact with children, young people or vulnerable adults, the YMCA Essex shall ensure that they are appropriately trained and perform their duties in line with the requirements of The Children Act 1989 and the Protection of Children Act 1999 and the SET Child Protection Procedures, 2011.
- 11.2 YMCA Essex shall ensure that the recruitment and selection procedures include the following matters:

- 11.2.1 YMCA Essex shall be registered with the Criminal Records Bureau and subsequently with Disclosure and Barring service (“The DBS”) or an umbrella agency and shall ensure that all employees and volunteers are checked through the DBS.
- 11.2.1 YMCA Essex shall provide written confirmation of the DBS Check to the Authority’s Authorised Officer as required and on request.
- 11.3 All employees and volunteers shall provide a declaration of convictions that would otherwise be spent under the Rehabilitation of Offenders Act (Exceptions) Order 1975.
- 11.4 YMCA Essex shall be responsible for all acts and omissions of its own employees and agents.
- 11.5 YMCA Essex must ensure that anyone acting on its behalf complies with the law for the time being in force in the United Kingdom including the requirements of the Data Protection Act 1998, Freedom of Information Act 2000, the Human Rights Act 1998 and the Equality Act 2010.

12. HEALTH AND SAFETY

- 12.1 YMCA Essex shall:
 - 12.1.1 observe the provisions of the Health and Safety at Work etc Act 1974 and the Management of Health and Safety at Work Regulations 1998 and all other regulations, approved Codes of Practice and amendments thereto.
 - 12.1.2 provide its Health & Safety Policy to the Authority as required and on request.
 - 12.1.3 maintain a record of any Health and Safety incidents /hazards arising and shall promptly notify the Authority’s Authorised Contact of those incidents/hazards that arise in connection with the performance of the Services.

13. HUMAN RIGHTS ACT

- 13.1 When YMCA Essex is performing a public function pursuant to this Agreement it will indemnify itself against all actions, claims, demands, losses, proceedings, damages, costs and expenses whatsoever arising out of any breach of the Human Rights Act 1998.

14. CHILD PROTECTION AND VULNERABLE ADULT MATTERS

- 14.1 All child protection and vulnerable adult matters that arise in relation to this Agreement shall be brought to the attention of the YMCA Essex and the Authority’s Authorised Contact. YMCA Essex shall ensure that the children, young people, families and vulnerable adults that they work with understand that whilst in general their confidentiality shall be upheld, any potential child protection and vulnerable adult concerns shall be reported to the YMCA and the Authority’s Authorised Contact in the first instance.

- 14.2 YMCA Essex will take all reasonable steps to ensure that all information concerning Service Users is treated as confidential. Any significant breach of confidentiality is a breach of this Agreement and as such can be the basis for terminating this Agreement.

15. STATUTORY AND OTHER REGULATIONS

- 15.1 YMCA Essex shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with the Service and shall indemnify itself against any claims, actions, proceedings, loss, liability, penalties, costs or expenses made or incurred as a result of any failure in compliance.

16. INSURANCE AND INDEMNITY

- 16.1 YMCA Essex shall:

- 16.1.1 throughout the period of this Agreement (at its own cost) effectively maintain the following minimum insurance arrangements:

(a) Employers Liability (no less than the statutory minimum in respect of any one claim);

(b) Public Liability (£10,000,000 in respect of any one claim)

- 16.1.2 give the Authority, on request copies of the valid insurances listed in clause 16.1.1

- 16.1.3 hold and maintain the relevant insurances for a minimum of six years following the expiration or earlier termination of this Agreement.

- 16.1.4 indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement by the Authority or its representatives .

17. DATA PROTECTION

- 17.1 YMCA Essex will comply fully with the GDPR requirements placed upon us.

- 17.2 YMCA Essex will comply fully with the Data Privacy Notice, Data Protection policy and the Data Retention Policy (copies can be requested or viewed on our website)

- 17.3 YMCA Essex will ensure that only appropriate, designated people handle data as per policy.

- 17.4 YMCA Essex will not disclose Personal Data to any 3rd Parties unrelated to the provision that is required.

- 17.5 The provisions of this Data Protection section remain in place whilst the services are ongoing and upon termination of this agreement, we will either destroy appropriately any data we no longer require as per policy or return it to yourselves or the designated Authority.

18. CONFIDENTIALITY

- 18.1 YMCA Essex will not, without consent, publish or disclose to any person, or permit any such disclosure by any of its employees, volunteers, subcontractors or representatives, any confidential information received by it in relation to the service being provided or the parties' business generally.
- 18.2 YMCA Essex shall ensure that all persons engaged by them in relation to the provision of services under this Agreement are notified of the requirement to keep confidential any documents or information relating to the provision of the Service.
- 18.3 Clauses 18.1 shall not apply to any disclosure of information:
- 18.3.1 required under clause 19;
 - 18.3.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under this Agreement;
 - 18.3.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of this clause 18;
 - 18.3.4 to enable a determination to be made under clause 19;
 - 18.3.5 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - 18.3.6 by the Authority to any other department, office or agency of the government; and
 - 18.3.7 by the Authority relating to this Agreement and in respect of which the YMCA Essex has given its prior written consent to disclosure.

19. FREEDOM OF INFORMATION

- 19.1 The YMCA Essex acknowledges that the Authority is subject to the requirements of the FOIA. The YMCA Essex shall:
- 19.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA;
 - 19.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two working days of receipt;

- 19.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within five working days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- 19.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

20. PUBLICITY

20.1 The YMCA Essex shall not:

- 20.1 make any press announcements or publicise this agreement or its contents in any way; or
- 20.2 use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority.

21. FORCE MAJEURE

- 21.1 Neither Party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.
- 21.2 In the event that either Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
 - 21.2.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 21.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
 - 21.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 21.3 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 21.4 The YMCA Essex cannot claim relief if the Force Majeure Event is one where a reasonable provider should have foreseen and provided for the cause in question.
- 21.5 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree

appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the YMCA Essex is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with best industry practice.

- 21.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.
- 21.7 The Authority may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the YMCA Essex if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 30 working days.

22 GENERAL PROVISIONS

- 22.1 If any provisions of this Agreement are declared to be invalid or unenforceable by any court of competent jurisdiction, this will in no way impair or affect the validity or enforceability of any provision in the Agreement.
- 22.2 Failure of either party to enforce the provisions of this agreement shall not be construed as a waiver of those provisions and shall not prevent either party validly invoking them in the future.
- 22.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.4 No one other than a Party to this Agreement and permitted assignees, shall have any right to enforce any of its terms.
- 22.5 The Agreement sets forth the entire agreement between the parties with respect to the subject matter covered by it and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties.
- 22.6 Without limiting the generality of the foregoing, YMCA Essex agrees and acknowledges that they have entered into the Agreement on their own assessment of the viability of the same.
- 22.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of
SOUTH WOODHAM FERRERS TOWN COUNCIL
by

Signed: _____

Print Name:

Designation:

Date :

Signed on behalf of
YMCA ESSEX
by

Signed: _____  _____

Print Name: Becky Whitaker

Designation: Youth Services Manager

Date : 5/8/2025

SCHEDULE 1 - SERVICE SPECIFICATION

South Woodham Ferrers Town Council has allocated funding to provide a Youth Provision on Tuesday evenings at Champions Manor Hall for 3 hours per week during term time. YMCA Essex (hereafter referred to as 'YMCA') will employ and fully manage the appointed persons.

The offer of funding is made on condition that:

1. The funding is used to deliver the services described in the Service Schedule.
2. Invoices for work completed are issued by a Senior Manager of the YMCA.
3. South Woodham Ferrers Town Council will confirm a lead contact for YMCA in terms of reports, meetings and reviews.

3.1 Both Parties reserve the right, following such a review and in consultation, to vary the activities described in the Service Schedule. In the event that activities are varied, written notice will be given.

1. Any information, know how, system or process arising specifically from this project (including examples of good practice in the design and implementation) shall be shared freely with South Woodham Ferrers Town Council. The YMCA agrees, by accepting these terms and conditions that it does not regard such information, know how, systems or processes to be of a confidential nature. In particular, it agrees that South Woodham Ferrers Town Council may use such information, know how, systems or processes for its own purposes.
2. No aspect of the activity funded by South Woodham Ferrers Town Council may be, or appear to be, party political in intention, use or presentation.
3. The books and records of the YMCA relating to this project are open to the inspection by officers, agents or representatives of South Woodham Ferrers Town Council as they require, at reasonable notice.
4. The YMCA will obtain the informed consent of users of the service and their families or carers as to the purpose and nature of the monitoring and evaluation and their understanding of where the information will be sent. The YMCA will not identify individuals in the monitoring or evaluation.
5. For the purpose of the management and evaluation of this Agreement the Parties have agreed that they will be represented by the following persons who are duly authorised for this purpose or such other replacement person who may from time to time be nominated in writing by the parties.

South Woodham Ferrers Town Council

Name

Contact Number

YMCA Essex

Name: Becky Whitaker

Contact Number: 01245 355677

6. The YMCA will adhere to its Equal Opportunities policy in order to ensure that the services to be provided under this Agreement are provided in a manner that respects user's ethnicity, culture, religion, disabilities, gender, sexuality and individuality and that accordingly provides services that are anti-discriminatory.
7. The YMCA will adhere to and comply with their Safeguarding policy and must immediately inform South Woodham Ferrers Town Council in writing of any relevant changes in this policy.

SCHEDULE 2 SERVICE SCHEDULE

The Organization:	YMCA Essex
The Service	South Woodham Ferrers Youth Provision
Start date:	19 th September 2025
End date:	18 th September 2026 unless renewed in accordance with clause 3.1 of this Agreement
Funding Program	YMCA Essex Youth Work
Funding Amount:	Total: £8,112
Agreement Ref. No.:	N/A

1. OUTCOMES

The intended outcomes of the project are:

- 1.1 To have a youth provision open for children and young people who live in the South Woodham Ferrers area.
- 1.2 Children and Young people display engagement with the service
- 1.3 Children and Young People have improved attitudes and communication, negotiating and social skills, and develop as positive young citizens of South Woodham Ferrers.
- 1.4 Young People having a sense of belonging to the community.
- 1.5 Relationships between the child/ family and community improve.

2. THE SERVICE

2.1 The Service will be provided as following:

One evening a week (Tuesday term-time), 3hrs face to face youth work delivery from Champions Manor Hall for 40 weeks of the year (term-time) plus 1 hrs planning time per week (term-time).

2.2 The Service will address the need for an evening of youth work activities for young people of the South Woodham Ferrers area.

2.3 The service will be delivered by trained Youth Support Workers to run fun, informal sessions/activities for young people, through:

Establishing, encouraging and maintaining relationships between South Woodham Ferrers Town Council staff/ child/ parents/ carers;

Providing appropriate individual and or group support for children and young people, enabling them to develop positive strategies, techniques and skills including behaviour management and communication.

2.4 Wherever necessary, the Service will work closely with the statutory agencies and develop partnership working and establish referral procedures.

2.5 Where possible children/young people and parents/carers will participate in the consultation, planning, reviewing, monitoring and evaluation of the Service.

2.6 To ensure qualitative standards are adhered to and any issues are recorded and rectified regular reviews will be undertaken.

3. REVIEW AND MONITORING (REPORTING)

YMCA Essex (YMCA) shall comply with the monitoring and evaluation arrangements as set out in the Service Specification

On-going performance review meetings shall be conducted twice a year at a date and time to be agreed between South Woodham Ferrers Town Council and Becky Whitaker, Youth Services Manager.

Communication shall be maintained through the YMCA Essex's Authorised contact, which shall be the first point of contact between the providers.

The provision of the Services will be monitored using session sheets or numbers and overall aims of the group, showing of assessment as outlined in the Service Specification. The aim of these Performance Indicators is to provide an accurate, fair and rounded picture of the service provided including both performance and quality aspects. The information provided will also be useful data for evaluating the service and informing future developments.

---End---

South Woodham Ferrers report April - July 2025

Highlights from this term:

- We had a new volunteer join the team. Martin has made a great start and particularly enjoys playing board games and Uno with the young people.
- We have 5 young leaders - they have made great progress and continue to grow in confidence, leadership & creativity. One of the young leaders enjoyed helping in youth club so much that she also completed her school work experience week with us.
- YMCA entered a team into a community football tournament, organised and run by the PFCC. Much of the team was made up SWF young people from youth club; they had an incredible day of playing football, meeting new people and eating good food. They ran their own football training session in youth club the week before to practice. They worked so hard and we were so proud of them, our team even won the Team Spirit award!

Most common topics of discussion:

- School, friendships, family dynamics, goals and aspirations.
- Young people enjoy telling youth workers about their week, achievements and challenges.
- They are very open, due to the fantastic rapport they have with staff.
- Staff love celebrating achievements with the young people and many conversations, particularly with the older group, are focused around goal setting and aspirations for the future.



Specific support given to young people this term:

- Young people expressed concerns about a friend. Even though the friend doesn't attend youth club, the young people gave us enough information that we were able to hand this over to the school, who were then able to investigate and support this young person. This highlights the trust that has been built so strongly in this youth club.
- Dealing with friendship issues and changes in friendship groups.
- Navigating change: moving house, changing school, changing school year & the pressures that come with this.



What does engagement look like here?

- Young people absolutely love the access that we have to the outside space in this club, we have been able to facilitate a range of different sports activities over the summer weeks, inviting lots of laughter and friendly competition. Sports and games are combined with picnic and ice lolly breaks, creating a safe space for conversations and getting to know each other.
- South Woodham Ferrers has a really nice community feel with a positive and kind atmosphere. Everyone gets on really well and are very welcoming to new comers. New people who have joined on their own now have excellent, new friendships in the youth club as everyone supports, welcomes and encourages each other.
- The older session is very much youth-led. The young people often plan the week before what they would like to do for their session, whether this be baking, crafts or games. They are very proactive when it comes to certain points in the academic year, for example, as exams approached they chose to have revision time during the club. They used this time to practice their presentations, offering advice and constructive criticism to one another which was all taken on board positively.
- Popular games include: Dodgeball, Rounders, Football, Badminton, Head Bands and games such as Uno and Herd Mentality.



Next term we are looking forward to:

- Greeting the young people after the summer holidays, catching up and seeing what they've been up to.
- Creating new activities and session plans through collaboration with the young people. They love being involved in decision making and often bring creative ideas.
- Welcoming new young people - we will be arranging a Year 6 open evening to encourage new attendees.

Remembrance Sunday 2025 – Poppy covered Tommy figure.



A life size figure wearing a World War 1 British Officer uniform is being covered with knitted and crocheted poppies after another drive to have the local community get involved and either produce the poppies or to donate wool for others to create them.

Residents of Hamilton Court are completing this project. Recommendation for the Town Mayor or Deputy Town Mayor to visit to the Hamilton Court to thank the residents who have worked to complete this lovely project.

Position for the figure to be sat needs to be agreed. Proposed locations are as follows:

- Millenium Place – Chat a while bench.
- Champions Manor Hall – bench outside main entrance.
- Garden of Remembrance- Remembrance benches

SOUTH WOODHAM FERRERS LEISURE CENTRE

Swimming Pool Report 2024/25

This report has been prepared for the South Woodham Ferrers Pool Partnership Steering Group and the Town Council's Events, Community & Leisure Committee. The report sets out a summary of the 2024/25 financial position for the Leisure Centre and provides details of other key developments during the period. It was agreed that a City Council representative is not required to attend the Town Council's Committee. **If the Committee have any comments, they are asked to make these known to Jon Lyons (Leisure & Heritage Services Manager jon.lyons@chelmsford.gov.uk / 01245 606989) immediately following their meeting, at which time an invoice for the Town Council's revenue contribution will be placed and budgets prepared for the arrangement to continue for the following year.**

1. Attendances

The key headline pool attendance statistics are provided in figure 1 & table 1 and include:

- 157,210 swimming attendances during the year
- 45,144 attendances on Junior Swimming Courses
- 264,004 total attendances for the Centre

**The pool was closed for refurbishment for the majority of November and December in 24/25*

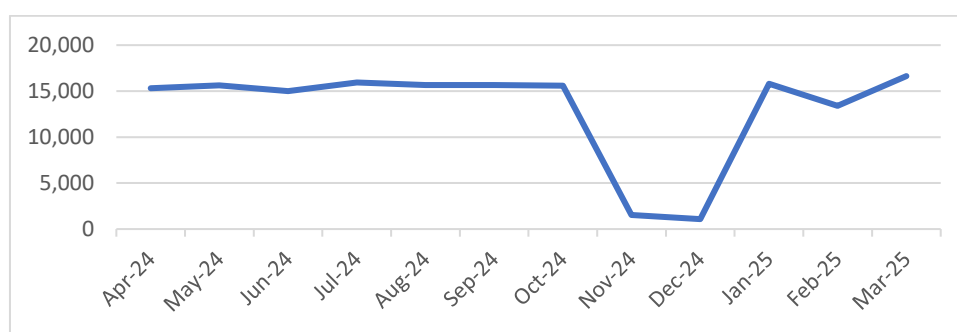


Fig 1 – Pool Attendance

Month	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	TOTAL
Total Attendance	15,299	15,627	15,002	15,956	15,648	15,648	15,607	1,525	1,080	15,790	13,396	16,632	157,210
Including													
Junior Courses	4,154	4,359	4,656	4,708	4,069	4,806	4,828	489	0	4,880	3,394	4,801	45,144

Table 1 – Pool Attendance breakdown

2. Pool Programme

- Section 1 continues to highlight the popularity of the pool and the value of this pool to the local community.
- Swimming lessons continue to be a crucial part of the pool programme with high levels of participants and is currently operating at an all-time high.
- The pool is home to two competitive swimming clubs, Woodham Swimming Club and Maldon Sharks, Orca Scuba diving club and used by up to three Canoe clubs during the winter months.
- Successfully hosted the annual Rotary Swimmarathon.
- The National Pool Lifeguard qualification ran 1 successful course in the last year with all candidates passing, providing local people with the skills to join our lifeguard team,
- The swimming programme can be accessed via: <https://www.chelmsford.gov.uk/leisure-centres/what/swimming-at-swflc/>

3. Finance

- A methodology was agreed at the outset with the Town Council to calculate their contribution to revenue costs. The calculation can be found in Appendix 1. **Based on this methodology the contribution requested to revenue costs from the Town Council for the period 2024/25 is therefore £10,000.**
- A budget summary is presented in Appendix 2 which shows an overall net deficit of £473,057. The centre management continue to work hard to reduce this net deficit, which this year was obviously impacted by the 2 month closure and it is expected to return to a lower deficit in

2025/26. This is not unusual for a community pool of this type, given the very high staffing and energy costs.

- To help move to a more financial sustainable future, the centre will explore options to increase the revenue potential of some areas, such as developing a more comprehensive health and fitness offer.
- It is anticipated that the City Council and Town Council's revenue contribution arrangement will continue for subsequent years and this is appreciated.

4. Miscellaneous

- A plant replacement and poolside refurbishment which was achieved in part with a Swimming Pool Support Fund (SPSF) government grant of £233,256 took place during November and December (to avoid disruption to customers). This replaced some of the ageing and inefficient pool plant equipment. The shutdown period also provided the opportunity for some additional capital replacement work such as re-tiling and painting to take place and reduce future closure periods. This was the first major planned maintenance closure since the pool opened and seeks to ensure the pool plant and swimming operation becomes more resilient to unplanned closures and returns a reduction in energy usage and associated revenue costs.
The remainder of the centre remained open during the pool closure and customers had the opportunity to use the Councils other leisure centres as part of their membership.
- The floating floor section of the pool will require some maintenance in the short term (end 2025). This part of the pool is very important as it allows us to split the pool to cater for different user groups. This is particularly important as it enables to offer pre-school lessons and school sessions alongside one another during the day. This may require a short closure of the pool, but this will be kept to a minimum.
- As of 1st April 2025, the centre boasted 665 Monthly Members (up from 616 the previous year) – A fantastic achievement by the centre staff and promotions team.
- Many customers still choose “pay and play” casual use of the Centre, as Our Chelmsford card holders.
- New activities and events held in the Centre in 24/25 included the completion of MUGA project, this involved cleaning and remarking of the courts, alongside this, three clubs have been supported to help grow the sports they offer. This has seen successful sessions for Netball, Pickleball and Tennis taking place.
- The centre continues to run the Activate Holiday Scheme supporting children in receipt of free school meals with a day of activity alongside our City Camps courses and receive a meal at lunchtime.
- The centre is keen to work closer with the Town Council and other local partners on joint promotional opportunities, especially if it would help target specific activities and opportunities to the local community.

6. Pool Partnership Steering Group Meeting

- The Pool Partnership Steering Group Meeting has not met since 2011. The group decided that it was not necessary to meet and that the Terms of Reference would continue to be followed (i.e. the group remains a constituted body but rather than holding an annual formal meeting will meet only to deal with any urgent issues or exceptional circumstances or at the request of one of the parties). All group members will continue to receive a copy of the annual Swimming Pool Report and additional updates can also be distributed by Chelmsford City Council on request or if necessary. Partners are encouraged to meet or address each other individually concerning any issues regarding the pool.
- Chelmsford City Council Members resolved at Council on 22nd February 2023 that as this group had not physically met for a considerable amount of time, the role no longer needed formal City Council appointments. The Council's Cabinet Member for an Active Chelmsford will now however be copied into the circulation of this annual report.

7. Conclusion

- Taking the pool closure period into account the centre continues to demonstrate good growth in key financial areas of attendances, memberships and swim school numbers.

- Despite this the associated expenditure costs highlight the significant financial pressure to run community swimming pools of this type – an issue for pool providers across the UK.
- It is anticipated that the pool plant improvements will help lower operating costs but challenges still remain. The centre will be proactive in the coming year exploring new potential revenue streams.

APPENDIX I

Town Council Revenue Funding Calculation

Background:

Average facility net cost based on three years prior to pool launch:

Year	Net Cost (£)
2001/2	-7,670
2002/3	+1,610
2003/4	-27,180
TOTAL	-33,240
Average	-11,080

Contribution Calculation:

Town Council contribution equates to 6.248% of the Annual Net Control Budget less average net cost prior to pool opening (i.e., £11,080)

2024/25 Contribution:

2024/25 Net Control Budget	-£473,057
Less average net cost prior to pool opening (-£11,080)	-£316,016
Town Council contribution (6.248%)	£28,864*

* It is however noted that the Town Council revenue funding contribution is subject to a maximum sum of £10,000 per annum. **The contribution requested for 2024/25 is therefore £10,000.**

APPENDIX 2**South Woodham Ferrers Leisure Centre Account Summary 2024/25**

		2024/25
		Actual
Expenditure		
Employees		£862,836.82
Other Expenditure		£618,202.78
Gross Expenditure		£1,481,039.60
Income		
Sales, Fees/Charges, Income etc.		-£1,007,982.53
Gross Income		-£1,007,982.53
Net Expenditure (Control Budget)		£473,057.07