

Events Community & Leisure COMMITTEE **AGENDA**

**For a Meeting to be held at 6.30p.m. on
Tuesday 24 September 2024
at Champions Manor Hall, Hullbridge Road,
South Woodham Ferrers**

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

Councillor Massey
Councillor Kelly
Councillor John

Councillor Sherlock
Councillor Wilson
Councillor Price

Councillor Perham Lake
Councillor Naslund

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
18th September 2024**

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 09th July 2024 as a true record.

5. Budgetary Position

To receive the current budgetary position as of 18th September 2024 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. Extraordinary Mid & South Essex ICB Board Meeting- St Peters Hospital

Extraordinary meeting of the NHS Mid and South Essex Integrated Care Board, held in public to facilitate the decision-making process of the public consultation into community hospital capacity. 30th September 2024 at 2.00pm at Chelmsford Civic Offices.

Please note, the meeting is held 'in public' but it is not a public meeting. Members of the public are welcome to attend and listen to the discussions, promoting transparent governance and decision-making, without interrupting the Board's proceedings. There is also an option to watch on live stream.

[Extraordinary Mid and South Essex ICB Board meeting - Mid and South Essex Integrated Care System \(ics.nhs.uk\)](https://www.ics.nhs.uk/extraordinary-mid-and-south-essex-icb-board-meeting-mid-and-south-essex-integrated-care-system)

8. Bandstand in Town

- Committee to consider the quotes attached for the electrical work at the bandstand to install lighting to commemorate events and awareness weeks. The lights have been purchased at a cost of £59.98.
- To note the Bandstand has had numerous bricks removed and they have been collected and replaced.

9. Items To Note

- Cinema Club: The next Cinema Club is on 11th September 2024 showing Me Before You and 9th October 2024 showing The Miracle Club.
- The free Community CPR training held on the 18th of July 2024 was well attended and the office received positive feedback.
- To note a report circulated at the meeting for Fun at Champions and Youth Week during August 2024.
- The first dementia film club was held on Tuesday 3rd September showing the

Lady in the Van. This was advertised locally. Going forward this will be the second Tuesday in every month.

- Tickets for the children's Halloween party went on sale on 2nd September and are sold out with a waiting list. The Christmas Pantomime also went on sale from 2nd September 2024 through ticket source and is being fully advertised.
- The Christmas Fayre is now being advertised to residents.
- The request for wool donations for poppies on the Bandstand is ongoing and has been very successful. Residents have kindly donated wool and knitted poppies.

10. Youth Club

Committee to consider the funding of the Youth Club run by the YMCA for another year. Agreement and the last report from the YMCA attached to the agenda. This will be recommended to Council on the 22nd of October 2024.

11. Play area at Village Hall

Committee to receive an update from the Leisure Officer on the play area following the Annual Inspection in May 2024. Report attached to agenda.

12. Report To Council

To agree items to report to the next Council meeting on 22nd October 2024.

13. 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.

14. Next Meeting

The next meeting of the Events Community & Leisure Committee will be on the 8th October 2024 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 18/09/2024

Month No: 6

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
200 Leisure General							
1200 Allotment Income	350	350	0			100.0%	
1205 Bowls Club Income	0	4,650	4,650			0.0%	
1210 Christmas Lights Income	0	5,100	5,100			0.0%	
1254 Summer Event D Day income	0	1,000	1,000			0.0%	
Leisure General :- Income	350	11,100	10,750			3.2%	0
4500 Play Schemes	2,665	2,750	85		85	96.9%	
4505 Open Spaces Maintenance	1,060	2,500	1,440		1,440	42.4%	
4506 Open Spaces Maint. (John Cox)	6,509	13,000	6,491		6,491	50.1%	384
4508 Marsh Farm Road Allotments	0	350	350		350	0.0%	
4510 Play Area Running Costs	764	2,500	1,736		1,736	30.6%	
4515 Swimming Pool Subsidy	0	10,000	10,000		10,000	0.0%	
4520 Bowling Green Maintenance	0	1,000	1,000		1,000	0.0%	
4525 Bowling Green Sinking Fund	0	4,600	4,600		4,600	0.0%	
4530 Christmas Lights	9,546	25,000	15,454		15,454	38.2%	
Leisure General :- Indirect Expenditure	20,545	61,700	41,155	0	41,155	33.3%	384
Net Income over Expenditure	(20,195)	(50,600)	(30,405)				
6000 plus Transfer from EMR	384						
Movement to/(from) Gen Reserve	(19,811)						
210 Bandstand							
1230 Bandstand Income	73	500	427			14.6%	
Bandstand :- Income	73	500	427			14.6%	0
4600 Bandstand Expenditure	248	500	252		252	49.5%	
Bandstand :- Indirect Expenditure	248	500	252	0	252	49.5%	0
Net Income over Expenditure	(175)	0	175				
250 Community Events							
1250 Christmas Fayre Income	1,015	2,500	1,485			40.6%	
1252 Film CMH Club Income	530	500	(30)			106.0%	
1257 National celebrations	0	2,000	2,000			0.0%	
1259 CMH Fun	180	0	(180)			0.0%	
1600 Toddler Group Income	408	1,300	892			31.4%	
1601 Youth Week Income	0	200	200			0.0%	
Community Events :- Income	2,133	6,500	4,367			32.8%	0
4350 Youth Club Expenditure	0	9,000	9,000		9,000	0.0%	

Detailed Income & Expenditure by Budget Heading 18/09/2024

Month No: 6

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4540 Toddler Group Expenditure	409	350	(59)		(59)	116.8%	
4651 Christmas Fayre Expenditure	7,637	13,000	5,363		5,363	58.7%	
4652 Film Club CMH Expenditure	40	500	460		460	8.1%	
4653 Senior Citizens lunch Exp	0	650	650		650	0.0%	
4654 CMH Fun	1,524	1,750	226		226	87.1%	
4655 Summer d day Event	10,783	10,000	(783)		(783)	107.8%	
4656 Christmas Panto	607	1,700	1,093		1,093	35.7%	
4663 National Celebrations	0	5,000	5,000		5,000	0.0%	
4664 Youth Week	1,923	2,000	77		77	96.2%	
Community Events :- Indirect Expenditure	<u>22,924</u>	<u>43,950</u>	<u>21,026</u>	<u>0</u>	<u>21,026</u>	<u>52.2%</u>	<u>0</u>
Net Income over Expenditure	<u>(20,791)</u>	<u>(37,450)</u>	<u>(16,659)</u>				
Grand Totals:- Income	2,556	18,100	15,544			14.1%	
Expenditure	43,716	106,150	62,434	0	62,434	41.2%	
Net Income over Expenditure	<u>(41,161)</u>	<u>(88,050)</u>	<u>(46,889)</u>				
plus Transfer from EMR	384						
Movement to/(from) Gen Reserve	<u>(40,777)</u>						



Estimate

ADDRESS
Karen Atkins
South Woodham Ferrers Town Council
Champions Manor Hall,
Hullbridge Road,
South Woodham Ferrers,
Essex,
CM3 5LJ

ESTIMATE 21476
DATE 26/08/2024
EXPIRATION DATE 26/09/2024

DESCRIPTION	AMOUNT
• Installation of six customer supplied light fittings, one installed by each pillar. • Remote key fob switch to turn lights on/off	471.54
<hr/>	
SUBTOTAL	471.54
VAT TOTAL	94.31
<hr/>	
TOTAL	£565.85

VAT SUMMARY

	RATE	VAT	NET
	VAT @ 20%	94.31	471.54

Accepted By

Accepted Date

(B)

d

SWF Town Council
Heralds Way Band Stand
South Woodham Ferrers
Essex.
19th August 2024

Dear Karen,

After having previously completed a visual inspection at the above property, the following electrical upgrades and improvements are recommended and therefore a quote is submitted.

1. Install 6 flood lights (not supplied) positioned around the inside of the band stand with appropriate isolation devices sited within the loft void.

Total Price £460.

If you would like to discuss this with me further or would like me to carry out the work, then please do not hesitate to contact me on the numbers below.
Please note t not a V.A.T registered company.

Kind Regard

CM3 5YQ
030797
res

.uk



katkins

From:

Sent:

To:

Subject:

Hi Karen

Hope you enjoyed your bank holiday weekend.

Costings

Material excluding lights

-cable, junction boxes , dusk to dawn sensor

Estimated at £75-100

Price includes VAT

Labour

£600 including VAT

To create a route for 6 lights and a dusk to dawn sensor

To incorporate a master switch in loft space

To fit the 6 supplied lights on pillar locations

Please let us know your thoughts - our incentive on this job is being able to be part of the towns history and being connected to the late Queen's history in a rather distant way by being the team behind the renovation.

Many thanks

SERVICE LEVEL AGREEMENT

BETWEEN

SOUTH WOODHAM FERRERS TOWN COUNCIL

And

YMCA ESSEX

Name of Provider	YMCA Essex
Start date	19 th September 2024
End date	18th September 2025 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 12th March 2024

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 2024 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 :19/08/2024.....

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 2024
End date:	18 th September 2025 unless renewed in accordance with clause 3.1 of this Agreement
Funding Program	YMCA Essex Youth Work
Funding Amount:	Total: £ 8,805
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---

SWF Youth Club Report: May - July 2024

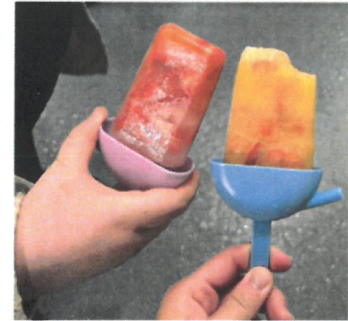
Main topics of conversation coming up:

- healthy and unhealthy friendships
- school and how to deal with exams and other stresses school poses
- interests and goals for the future



Things young people love doing the most:

- Playing outside, especially when the weather is nice
- Sports, such as: Dodgeball, Bulldog, Football
- Team games e.g. Mini sports day or group challenges & competitions
- Creative activities such as: Painting, Bracelet making, Ice lolly making, other craft activities



Sign posting and support:

None of our young people have needed sign posting to other services this term, however, staff have offered emotional support to many particularly over the spring/summer exam period. Young people have fantastic relationship[s] with youth workers which means they are very open to talking about their worries and concerns and they are keen to be supported and advised by youth workers.

Highlights from this term:

- Some of our older group have become young volunteers in the younger session. They are incredibly supportive and understanding of the younger attendees. Volunteering has built their confidence and they are now leading activities confidently and making suggestions for new craft activities and games for the session.
- The older group session is very much youth led. The young people have suggested, planned and helped run sessions of their choice. These have included: birthday parties, revision sessions, Just Dance, PJ parties etc.
- Young people in the first session are really empathetic and accommodating of others needs. They always encourage everyone to join in and they have developed brilliant friendships in this group.

Average number attending per week (over the term): 17

Average engagement score this term: 4



LINE	QTY	UNIT	PART ID	DESCRIPTION / COMMENTS	UNIT PRICE	TOTAL PRICE
				Supply and deliver front and rear seat panel with brackets and loose fixings		
100000	1.0	EA	HAG8032112	Front Seat for Willy Jeep	155.00	£ 155.00
200000	1.0	EA	HAG8032198	Rear seat Willy c/w fixin	145.00	£ 145.00
300000	9.0	EA	HAG8000607	Bracket for HPL Screen	6.00	£ 54.00
400000	9.0	EA	HAG8008848	Washer 6,4x14x1,5	0.25	£ 2.25
500000	9.0	EA	HAG8008889	Rivet 6.0 X 25 Alum/Steel	0.60	£ 5.40
600000	1.0	PD	C-VL	CARRIAGE - VALUE	50.00	£ 50.00
					Total Price	<u>£411.65</u>



A complete new jeep cost is around £8000 +

The two-seat swing requires new rubbers. These will be replaced asap.



Report of shrinkage of floor surfaces and poor condition of paintwork on some of the items such as the seesaw, which longer term will require being dealt with or replaced with a new unit.

